Call to Order
Roll Call

Adjourn to a Joint Meeting of the Porterville City Council and the Successor Agency to the Porterville Redevelopment Agency.

JOINT CITY COUNCIL / SUCCESSOR AGENCY TO THE PORTERVILLE REDEVELOPMENT AGENCY AGENDA
291 N. MAIN STREET, PORTERVILLE, CA

Roll Call: Agency Members/Chairperson

ORAL COMMUNICATIONS

This is the opportunity to address the City Council and/or Successor Agency on any matter scheduled for Closed Session. Unless additional time is authorized by the Council/Agency, all commentary shall be limited to three minutes.

JOINT CITY COUNCIL/AGENCY CLOSED SESSION:
A. Closed Session Pursuant to:
   2- Government Code Section 54956.9(b) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One Case concerning the County of Tulare’s Challenge to the Adoption of the Porterville Redevelopment Project No. 1 Amendment.
   3- Government Code Section 54956.9(c) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two Cases.

During Closed Session, the Joint Meeting will adjourn to a Meeting of the Porterville City Council.

CITY COUNCIL CLOSED SESSION:
B. Closed Session Pursuant to:
   4- Government Code Section 54956.9(c) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two Cases.
6:30 P.M. RECONVENE OPEN SESSION
REPORT ON ANY COUNCIL ACTION TAKEN IN CLOSED SESSION

Pledge of Allegiance Led by Council Member Brian Ward
Invocation

PROCLAMATIONS
   Bank of the Sierra

PRESENTATIONS
   Outstanding Business
   Employee Service Awards

AB 1234 REPORTS
   This is the time for all AB 1234 reports required pursuant to Government Code § 53232.3.

   1. Local Agency Formation Commission (LAFCO) – June 6, 2012
   2. Tulare County Association of Governments (TCAG) – June 19, 2012

REPORTS
   This is the time for all committee/commission/board reports; subcommittee reports; and staff
   informational items.

   I. City Commission and Committee Meetings:
      1. Transaction and Use Tax (“Measure H”) Oversight Committee – June 4, 2012

ORAL COMMUNICATIONS
   This is the opportunity to address the Council on any matter of interest, whether on the agenda or
   not. Please address all items not scheduled for public hearing at this time. Unless additional time is
   authorized by the Council, all commentary shall be limited to three minutes.

CONSENT CALENDAR
   All Consent Calendar Items are considered routine and will be enacted in one motion. There will
   be no separate discussion of these matters unless a request is made, in which event the item will be
   removed from the Consent Calendar.

   1. Authorization to Advertise for Bids – Newcomb Street and Beverly Street Shoulder
      Stabilization Project
      Re: Considering approval of the Plans and Project Manual for the project consisting of the
      installation of curb and gutter, sidewalk, driveways, asphalt concrete paving, storm drain pipe
      and catch basins, and other appurtenant construction along Newcomb Street and Beverly Street
      between Roby and Date Avenues.
2. **Authorization to Advertise for Bids – Rails to Trails Class I Trail Extension Project (CMAQ Portion) (Olive Avenue to Heritage Center)**
   Re: Considering approval of the Plans and Project Manual for the project consisting of the installation of concrete paving over the entire length of the recently completed Class 2 aggregate base from Olive Avenue south to the Heritage Center.

3. **Award of Contract – W. North Grand Avenue Reconstruction Project – Highway 65 to Railroad**
   Re: Considering awarding a contract in the amount of $253,710.20 to Central Valley Asphalt of Lindsay, California, for the project consisting of the reconstruction of W. North Grand Avenue to collector standards between SR 65 and the abandoned railroad tracks, west of Main Street.

4. **Acceptance of Improvements – Ranch Victoria, Phases 2, 3 and 4 (Gary Smee – Smee Builders, Inc.)**
   Re: Considering acceptance of public improvements, including those related to the Landscape and Lighting District of Ranch Victoria, Phases 2, 3 and 4 Subdivision from Gary Smee of Smee Builders, Inc.; and authorizing the filing of the Notice of Completion.

5. **City Easement Conveyance to Southern California Edison**
   Re: Consideration of a request from SCE for an easement for the installation and maintenance of underground electrical facilities located within the southeasterly portion of the City-owned “Rails to Trails” property at the northwest corner of Morton Avenue and Henrahan Street.

6. **Program Supplement to the Local Agency-State Master Agreement – Rails to Trails (Olive Avenue to Heritage Center) Class I Trail Extension Project**
   Re: Considering approval of Program Supplement Agreement Number 041-N, for the construction of the Rails to Trails Class I Trail Extension Project, and adoption of a draft resolution authorizing execution of the program supplement.

7. **Approval to Purchase Surveying Equipment Utilizing the California Multiple Award Schedule Contract**
   Re: Considering authorization to purchase the Trimble S-3 Robotic System from California Surveying and Drafting Supply for a quoted amount of $29,945.77.

8. **Relinquish Lease on Property Located at APN 261-070-004, Owner – Poplar Irrigation Company, a Corporation**
   Re: Considering approval of a draft resolution relinquishing a lease on the property located at APN 261-070-004.

9. **Request for Approval to Purchase Specialized Equipment**
   Re: Considering approval of the purchase of a Screenings and Washer Compactor (SWC) from JWC Environmental for $9,552.50 to replace the Wastewater Treatment Facility’s existing SWC.
10. **Affirm Resolution of Support for New CIE DB Funded Projects – Well No. 32 and Two (2) Booster Pumps at Veteran’s Park**
   Re: Considering approval of a resolution authorizing the submission of an Agreement Amendment Request to the California Infrastructure and Economic Development Bank to fund the design and construction of a new well site and two new booster pumps; and authorizing staff to negotiate and amend the existing Well Design Contract with Dee Jaspar & Associates for the proposed projects.

11. **This Item Has Been Removed.**

12. **Preliminary Annual Engineer’s Report of Assessments for Lighting and Landscape Maintenance Districts and Setting a Public Hearing**
   Re: Considering approval of draft resolutions ordering the preparation of an engineer’s report, giving preliminary approval of the engineer’s report, and declaring the intent to levy and collect assessments for the Landscape and Lighting Maintenance Districts for Fiscal Year 2012/2013; and authorizing the scheduling of a public hearing on July 3, 2012, at 6:30 p.m.

13. **Amendment to Employee Pay and Benefit Plan – Porterville City Firefighters Association**
   Re: Considering approval of a draft resolution amending the Employee Pay and Benefit Plan for employees holding positions represented by the Porterville City Firefighters Association.

14. **Approval for Community Civic Event – Leadership Porterville Mud Run – August 4, 2012**
   Re: Considering approval of an event to take place on August 4, 2012, at the former Police Shooting Range, from 8:00 a.m. to 12:00 p.m.

15. **Review of Local Emergency Status**
   Re: Reviewing the City’s status of local emergency pursuant to Article 14, Section 8690 of the California Emergency Services Act.

*A Council Meeting Recess Will Occur at 8:30 p.m., or as Close to That Time as Possible*

**PUBLIC HEARINGS**

16. **Adoption of Fiscal Year 2012-2013 Budget**
   Re: Considering adoption of the City’s proposed FY 2012-2013 Budget.

17. **Conditional Use Permit PRC-2012-4-C – Proposed Retail Sale of Alcoholic Beverages Under an Off-Sale License at the Dollar General Store Located at 1316 W. Olive Avenue**
   Re: Considering approval of a Conditional Use Permit to allow for the sale of beer, wine and distilled spirits under a Type 21 off-sale license at 1316 W. Olive Avenue.

**SCHEDULED MATTERS**

18. **Consideration of Unilateral Implementation of the City’s Last, Best and Final Offer to Porterville City Employees Association**
   Re: Considering approval of a draft resolution authorizing the unilateral implementation of the City’s last, best and final offer of a three percent (3%) salary reduction, effective July 1, 2012.
19. Consideration of Financial Support for the “Marching Through Time” Mural Project  
Re: Consideration of a request to financially support the “Marching Through Time” mural project.

Adjourn to a meeting of the Porterville Housing Authority.

**PORTERVILLE HOUSING AUTHORITY AGENDA**
**JUNE 19, 2012**

Roll Call: Agency Members/Chairperson

**WRITTEN COMMUNICATIONS**

**ORAL COMMUNICATIONS**

**SCHEDULED MATTER**

HA-01. Approval of First Amendment to Subordination and Intercreditor Agreement with Rural Development, U.S. Department of Agriculture (USDA) for Villa Siena Apartment Complex  
Re: Considering approval of an agreement between the Porterville Housing Authority, Rural Development, and the U.S. Department of Agriculture amending Paragraph 1 of the Subordination and Intercreditor Agreement dated December 22, 2011.

Adjourn to a meeting of the Porterville City Council.

**ORAL COMMUNICATIONS**

**OTHER MATTERS**

**CLOSED SESSION**  
Any Closed Session Items not completed prior to 6:30 p.m. will be considered at this time.

**ADJOURNMENT** - to the meeting of July 3, 2012.

*Pursuant to Ordinance No. 1766, the Council Meeting shall adjourn no later than 9:45 p.m., unless otherwise approved by a majority of the Council Members present.*

In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the Office of City Clerk at (559) 782-7464. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and/or provision of an appropriate alternative format of the agenda and documents in the agenda packet.

Materials related to an item on this Agenda submitted to the City Council after distribution of the Agenda packet are available for public inspection during normal business hours at the Office of City Clerk, 291 North Main Street, Porterville, CA 93257, and on the City’s website at www.ci.porterville.ca.us.
SUBJECT: AUTHORIZATION TO ADVERTISE FOR BIDS – NEWCOMB STREET & BEVERLY STREET SHOULDER STABILIZATION PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: Plans and Project Manual have been prepared for the Newcomb Street & Beverly Street Shoulder Stabilization Project. The project consists of the installation of curb and gutter, sidewalk, driveways, asphalt concrete paving, storm drain pipe and catch basins, and other appurtenant construction along Newcomb Street and Beverly Street between Roby Avenue and Date Avenue.

The Plans and Project Manual have been completed and are available in the La Barca Conference Room for Council’s review.

The Engineer’s Estimate of Probable Cost for construction is $816,866. An additional $81,686.60 is necessary for construction contingency (10%). It is anticipated that an additional $57,180.62 is required for construction management, quality control and inspection services (7%) for a total estimated project cost of $955,733.22.

Funding for this project is from Surface Transportation Program (STP), Congestion Mitigation and Air Quality (CMAQ) funds and Proposition 1B funds, and was approved in the 2011/2012 Annual Budget.

RECOMMENDATION: That City Council:

1. Approve Staff’s recommended Plans and Project Manual; and
2. Authorize Staff to advertise for bids on the project.

ATTACHMENTS: Locator Maps
Engineer’s Estimate

P:\pub\works\General\Council\Authorization To Advertise for Bids - Newcomb & Beverly Shoulder Stabilization - 2012-06-19.doc

Dir Appropriated/Funded CM Item No. 1
# NEWCOMB AND BEVERLY STREET SHOULDER STABILIZATIONS

**BETWEEN ROBY AVENUE & DATE AVENUE**

City of Porterville - Engineer's Estimate

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**Project No:** 86-9192-88  
**Federal No:** CML-5122(064)

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### Part A: Newcomb Street - CMAQ Portion

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**PART A: NEWCOMB - CMAQ:**  
$109,903.00

### Part B: Newcomb Street - CITY Portion

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**PART B: NEWCOMB - CITY:**  
$256,949.00

### Part C: Beverly Street - CMAQ Portion

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<td>SF</td>
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<td>Install Accessible Ramps per Detail including sawcut, curb &amp; gutter, sidewalk, detectable warning surface</td>
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<td>38</td>
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**PART C: BEVERLY - CMAQ:**  
$226,414.00
# NEWCOMB AND BEVERLY STREET SHOULDER STABILIZATIONS
BETWEEN ROBY AVENUE & DATE AVENUE
City of Porterville - Engineer's Estimate

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<td>CY</td>
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<td>51</td>
<td>Adjust Sewer Manhole Rim to grade</td>
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<td>EA</td>
<td>$500.00</td>
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<td>52</td>
<td>Abandon 3/5&quot; Water Pipeline Including Connections</td>
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<td>LS</td>
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**PART D: BEVERLY - CITY: $223,600.00**

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<th>CMAQ Subtotal (Part A+C)</th>
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<td>10% Contingency</td>
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<th>Combined Subtotal</th>
<th>$816,866.00</th>
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</thead>
<tbody>
<tr>
<td>10% Contingency</td>
<td>$81,688.60</td>
</tr>
<tr>
<td>7% Staff and Testing</td>
<td>$57,180.62</td>
</tr>
<tr>
<td><strong>Combined Total</strong></td>
<td><strong>$955,733.22</strong></td>
</tr>
</tbody>
</table>

Project Manager: 06/06/2012  
City Engineer: 06/06/2012  
Public Works Director: 06/13/12  
City Manager: 06/13/12
COUNCIL AGENDA: JUNE 19, 2012

SUBJECT: Authorization to Advertise for Bids – Rails to Trails Class I Trail Extension Project (CMAQ Portion) (Olive Avenue to Heritage Center)

SOURCE: Public Works Department - Engineering Division

COMMENT: Plans and Project Manual have been prepared for the Rails to Trails Class I Trail Extension Project (Olive Avenue to Heritage Center). This final phase of the project includes concrete paving over the entire length of the recently completed Class 2 aggregate base from Olive Avenue south to the Heritage Center (E. Walnut Avenue). This phase will complete approximately 1,000 feet of hard surfaced trailway and will blend into the planned ball fields.

The Plans and Project Manual have been completed and are available in the La Barca Conference Room for Council’s review.

The Engineer’s Estimate of Probable Cost for the base bid is $87,952. An additional $8,795 is necessary for construction contingency (10%); and an additional $8,250 for construction management, quality control and inspection services (9.4%). Total estimated cost associated with the project is $104,997.

Funding for this project is from Congestion Mitigation Air Quality (CMAQ) and Measure R Alternate Transportation Funds, all of which are included in the 2011/2012 Annual Budget.

RECOMMENDATION: That City Council:

1. Approve Staff’s recommended Plans and Project Manual; and

2. Authorize staff to advertise for bids on the project.

ATTACHMENTS: Locator Map
Engineer’s Estimate

P:\pub\work\General\Council\Authorization To Advertise for Bids - Heritage Center Trailway CMAQ Portion - 2012-06-19.doc

Appropriated/Funded CM Item No. 2
Construct Class 1 Bike Trail from Olive Ave. to Heritage Center

<table>
<thead>
<tr>
<th>ITEM</th>
<th>EST. QTY.</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>LS</td>
<td>Construction Staking</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
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<tr>
<td>2</td>
<td>1</td>
<td>LS</td>
<td>Mobilization</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
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<tr>
<td>3</td>
<td>1</td>
<td>LS</td>
<td>Traffic Control (Olive Ave.)</td>
<td>$500.00</td>
<td>$500.00</td>
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<td>4</td>
<td>1</td>
<td>LS</td>
<td>Adj. Exist. DI Frame &amp; Cover to finish grade</td>
<td>$500.00</td>
<td>$500.00</td>
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<td>5</td>
<td>20,383</td>
<td>S.F.</td>
<td>4&quot; thick, Concrete Trail (u.o.n.)</td>
<td>$4.00</td>
<td>$81,452.00</td>
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<td>6</td>
<td>1</td>
<td>LS</td>
<td>Striping &amp; Markings</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
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</table>

**TOTAL ENGINEERING ESTIMATE:** $67,952.00

- 10% Construction Contingency: $8,795
- Staff & Testing Costs (Construction Engineering): $8,250

**TOTAL CONSTRUCTION ESTIMATE:** $104,997

Jason Biagio, Project Manager  
Michael K. Reed, City Engineer  
Baldomero Rodriguez, PWD  
John D. Lollis, City Manager
SUBJECT: AWARD OF CONTRACT – W. NORTH GRAND AVENUE RECONSTRUCTION PROJECT – HIGHWAY 65 TO RAILROAD

SOURCE: Public Works Department - Engineering Division

COMMENT: On May 30, 2012, staff received six (6) bids for the W. North Grand Avenue Reconstruction Project. The project reconstructs W. North Grand Avenue to collector standards between State Route 65 and the abandoned railroad tracks (City/County line), west of Main Street. The project includes new paving, sewer and water services to parcels not already served, curb and gutter, drive approaches, storm drain and appurtenances.

The Engineer's Estimate of Probable Cost for construction is $285,684. The low bid for the project is 11.2% below the Engineer's Estimate. An additional $25,371.02 is required for construction contingency (10%). It is anticipated that an additional $25,000 is required for construction management, quality control and inspection services for a total estimated project cost of $304,081.22.

Funding for this project is from Special Gas Tax and was approved in the 2011/2012 Annual Budget.

The bids are as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>1. Central Valley Asphalt</td>
<td>$253,710.20</td>
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<tr>
<td>Lindsay, CA</td>
<td></td>
</tr>
<tr>
<td>2. Bowman Asphalt, Inc.</td>
<td>$265,302.35</td>
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<tr>
<td>Bakersfield, CA</td>
<td></td>
</tr>
<tr>
<td>3. Halopoff &amp; Sons, Inc.</td>
<td>$286,115.26</td>
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<tr>
<td>Porterville, CA</td>
<td></td>
</tr>
<tr>
<td>4. Dawson Mauldin Construction</td>
<td>$306,817.00</td>
</tr>
<tr>
<td>Huntington Beach, CA</td>
<td></td>
</tr>
<tr>
<td>5. Jim Crawford Construction</td>
<td>$339,745.00</td>
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<tr>
<td>Clovis, CA</td>
<td></td>
</tr>
<tr>
<td>6. Lee’s Paving, Inc.</td>
<td>$428,990.00</td>
</tr>
<tr>
<td>Visalia, CA</td>
<td></td>
</tr>
</tbody>
</table>

Item No. 3
Staff has found the low bid acceptable.

RECOMMENDATION: That City Council:

1. Award the W. North Grand Avenue Reconstruction Project to Central Valley Asphalt in the amount of $253,710.20;

2. Authorize progress payments up to 90% of the contract amount; and

3. Authorize a 10% contingency to cover unforeseen construction costs and $25,000 for construction management, quality control and inspection.

ATTACHMENT: Locator Map

P:\pub\works\General\Council\Award of Contract - W North Grand Ave Reconstruction Project - 2012-06-19.doc
SUBJECT:  ACCEPTANCE OF IMPROVEMENTS – RANCH VICTORIA, PHASES 2, 3 & 4 (GARY SMEE – SMEE BUILDERS, INC.)

SOURCE:  Public Works Department - Engineering Division

COMMENT:  The Subdivider, Gary Smee – Smee Builders, Inc., has requested that the public improvements constructed for his subdivision be accepted by the City for maintenance.  All required improvements, excluding sidewalks, have been completed, inspected by City staff and found to be acceptable.  A Landscape and Lighting District (LLD) was also a requirement of the development.  Improvements associated with the district have also been inspected by City staff and found to be acceptable.

The Subdivider has submitted a one (1) year maintenance guarantee for five percent of the total cost of improvements.  A surety for covering the costs of the remaining public sidewalks is on file as well.

RECOMMENDATION:  That the City Council:

1.  Accept the public improvements, including those related to the Landscape & Lighting District of Ranch Victoria, Phases 2, 3 & 4 Subdivision for maintenance;

2.  Authorize the filing of the Notice of Completion; and

3.  Release the payment guarantee thirty-five (35) days after recordation, provided no liens have been filed.

ATTACHMENT:  Locator Map
LLD Landscape photographs
SUBJECT: CITY EASEMENT CONVEYANCE TO SOUTHERN CALIFORNIA EDISON

SOURCE: Public Works Department – Engineering Division

COMMENT: Southern California Edison (SCE) is requesting an easement from the City of Porterville for the purpose of installing and maintaining underground electrical supply and communication system facilities located within the southeasterly portion of the City-owned “Rails to Trails” property at the northwest corner of Morton Avenue and Henrahan Street. These facilities, consisting of an electrical vault and underground conduit, are necessary for the expansion of SCE’s supply network.

The proposed easement area is an irregular shaped polygon, approximately 15 feet wide by 45 feet long, located adjacent to the north right-of-way of Morton Avenue and the west right-of-way of Henrahan Street.

SCE has provided a written offer of $6,000, which they consider fair market value for the easement. The $9.63 per square foot that SCE is offering supports that opinion. Currently, staff is working on a project with easement values in the range of 50¢ to $2 per square foot. SCE has lately been offering compensation for easements and has stated that upon receipt of the Grant of Easement for recordation, they will begin processing the compensation check and the City should receive it in approximately two weeks.

RECOMMENDATION: That the City Council:

1. Accept SCE’s request to have the City convey an easement for the installation and maintenance of underground electrical facilities;

2. Accept SCE’s $6,000 easement compensation;

3. Authorize the Mayor to sign the Grant of Easement and Offer to Purchase acceptance letter; and

4. Authorize the City Clerk to mail the signed Grant of Easement to SCE for recordation.

ATTACHMENTS: Easement document with Locator Map Resolution Offer to Purchase letter
CITY OF PORTERVILLE (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of Tulare, State of California, described as follows:

THAT PORTION OF LOT 8 OF PIONEER LAND COMPANY'S FIRST SUBDIVISION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH 25 FEET OF THE WEST 200 FEET OF LOT 12 OF SAID PIONEER LAND COMPANY'S SUBDIVISION, SAID POINT ALSO BEING THE INTERSECTION OF THE WEST LINE OF HENRAHAN STREET (50 FEET WIDE) WITH THE SOUTH LINE OF GRAND AVENUE (50 FEET WIDE); THENCE SOUTH 02°19'31" WEST 1228.42 FEET ALONG SAID WEST LINE OF HENRAHAN STREET TO THE NORTH LINE OF MORTON AVENUE AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°51'03" WEST 45.00 FEET ALONG SAID NORTH LINE; THENCE NORTH 02°19'31" EAST 9.00 FEET; THENCE NORTH 69°49'15" EAST 18.37 FEET; THENCE NORTH 88°51'03" EAST 28.00 FEET TO SAID WEST LINE OF HENRAHAN STREET; THENCE SOUTH 02°19'31" WEST 15.00 FEET ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING.

CONTAINING AN AREA OF APPROXIMATELY 623 SQ. FT.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.
Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this ___ day of ________________, 20__.

GRANTOR

CITY OF PORTERVILLE

Signature

Print Name

Title

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation

Dino J. LaBanca,
Real Properties Department

Date
State of California

County of ____________________________

On __________________ before me, ____________________________ personally

(here insert name and title of the officer)

appeared ____________________________ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature ____________________________

(This area for notary stamp)

State of California

County of ____________________________

On __________________ before me, ____________________________ personally

(here insert name and title of the officer)

appeared ____________________________ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature ____________________________

(This area for notary stamp)
RESOLUTION NO. ____________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AUTHORIZING A GRANT DEED OF EASEMENT TO SOUTHERN CALIFORNIA EDISON

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby grants to Southern California Edison, a corporation, its successors and assigns, an easement and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems consisting of wires, underground conduits, cables, vaults, manholes, hand holes, including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of Tulare, State of California, described as follows:

See Grant of Easement document attached hereto and made a part hereof by reference, consisting of four pages.

BE IT FURTHER RESOLVED that the foregoing has been authorized by the City Council for the City of Porterville.

PASSED, APPROVED AND ADOPTED this 19th day of June, 2012.

____________________________________
Ronald L. Irish, Mayor

ATTEST:
John Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk
April 18, 2012

Subject: Southern California Edison's Offer to Purchase Grant of Easement
TD No.: 539130
Reference No.: DSP800862655

City of Porterville:

Southern California Edison (SCE) is offering to purchase the right of way easement across your property known as APN: 253-050-091 in the County of Tulare, State of California, for the amount of $6,000.00. The amount is based on the appraised fair market value of the easement, as determined by a licensed appraiser in compliance with all State regulations.

If you accept this offer, please sign in the space(s) below and return this letter to acknowledge your acceptance. Please sign and notarize the Grant of Easement and return the originals to my office at your earliest convenience. Once this signed offer letter and Grant of Easement are received, a check in the amount of the offer will be promptly forwarded to you. Thank you for your cooperation in this matter.

AGREEED and ACCEPTED:

BY: ____________________________  ____________________________  ________________
    Authorized Signer          Print Name          Date

BY: ____________________________
    Efriam Miranda, SCE            Date
SUBJECT: PROGRAM SUPPLEMENT TO THE LOCAL AGENCY-STATE MASTER AGREEMENT - RAILS TO TRAILS (OLIVE AVENUE TO HERITAGE CENTER) CLASS I TRAIL EXTENSION PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: The Department of Transportation has submitted Program Supplement Agreement Number 041-N, and requests that the City execute said agreement. The executed agreement becomes a part of the Agency-State Agreement for Federal-Aid Projects No. 06-5122R.

The attached Program Supplement is for construction of the Rails to Trails Class I Trail Extension Project.

RECOMMENDATION: That the City Council:

1. Approve the subject program supplement by passing a resolution authorizing the Mayor to sign the subject program supplement; and

2. Direct staff to return the signed program supplement to CalTrans.

ATTACHMENTS: Program Supplement Agreement No. 041-N
Resolution

P:\PUBWORKS\GENERAL\COUNCIL\PROGRAM SUPPLEMENT TO THE LOCAL AGENCY-STATE MASTER AGREEMENT - RAILS TO TRAILS CLASS I TRAIL EXTENSION - 2012-06-19.DOC
June 1, 2012

Mr. Baldomero Rodriguez
Public Works Director
City of Porterville
291 North Main Street
Porterville, CA 93257

Dear Mr. Rodriguez:

Enclosed are two originals of the Program Supplement Agreement No. 041-N to Administering Agency-State Agreement No. 06-5122R.

Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 60 days from the date of this letter. If the signed Agreements are not received back in this office within 60 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. Attach your local agency's certified authorizing resolution that clearly identifies the project and the official authorized to execute the agreement. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

A copy of the State approved finance letter containing the fund encumbrance and reversion date information will be mailed to you with your copy of the executed agreement.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

[Signature]
BILL Sandoval, Chief
Office of Project Implementation - North
Division of Local Assistance

Enclosure
c: DLA AE Project Files
(06) DLAE - James Perrault
This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 02/20/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:
From Olive Ave to Heritage Center at Walnut Ave.

TYPE OF WORK: Construct Class 1 Bike Trail.  LENGTH: 0.0 (MILES)

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<th>Estimated Cost</th>
<th>Federal Funds</th>
<th>Matching Funds</th>
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<tr>
<td>$105,050.00</td>
<td>L400 $93,000.00</td>
<td>LOCAL $12,050.00</td>
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</tbody>
</table>

CITY OF PORTERVILLE

By
Title
Date
Attest

STATE OF CALIFORNIA
Department of Transportation

By
Chief, Office of Project Implementation
Division of Local Assistance

Date

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer
Date 05/29/2012
$93,000.00

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<th>Statutes</th>
<th>Item</th>
<th>Year</th>
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<th>BC</th>
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</tr>
</tbody>
</table>

Program Supplement 06-5122-N041-ISTEA  Page 1 of 3
TO: STATE CONTROLLER'S OFFICE  
Claims Audits  
3301 "C" Street, Rm 404  
Sacramento, CA 95816

DATE PREPARED: 5/25/2012

REQUISITION NUMBER / CONTRACT NUMBER: RQS-2660-061200000681

FROM: DEPARTMENT OF TRANSPORTATION

SUBJECT: ENCUMBRANCE DOCUMENTS

VENDOR / CONTRACTOR: CITY OF PORTERVILLE

CONTRACT AMOUNT: $93,000.00

PROCUREMENT TYPE: LOCAL ASSISTANCE

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT BUDGETED FUNDS ARE AVAILABLE FOR THIS ENCUMBRANCE AND PURPOSE OF THE EXPENDITURE STATED ABOVE.

<table>
<thead>
<tr>
<th>CHAPTER</th>
<th>STATUTES</th>
<th>ITEM</th>
<th>YEAR</th>
<th>PEC / PECT</th>
<th>TASK / SUBTASK</th>
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<td>20.30.010/820</td>
<td>2620/0400</td>
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ADA Notice For individuals with sensory disabilities, this document is available in alternate format. For information, call (915) 654-6410 of TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.
ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

4. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

5. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumberances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if
SPECIAL COVENANTS OR REMARKS

PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

6. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

7. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).
RESOLUTION NO.______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AUTHORIZING THE MAYOR TO SIGN PROGRAM SUPPLEMENT NO. 041-N TO ADMINISTER THE AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO. 06-5122R

BE IT RESOLVED by the City Council of the City of Porterville that the Mayor is hereby authorized to execute the document known as Program Supplement No. 041-N to the Local Agency-State Master Agreement No. 06-5122R, for the construction of the Rails to Trails (Olive Avenue to Heritage Center) Class I Trail Extension Project.

PASSED, APPROVED AND ADOPTED this 19th day of June, 2012.

_____________________________________
Ronald L. Irish, Mayor

ATTEST:
John D. Lollis, City Clerk

_____________________________________
By Patrice Hildreth, Chief Deputy City Clerk
SUBJECT: APPROVAL TO PURCHASE SURVEYING EQUIPMENT UTILIZING THE CALIFORNIA MULTIPLE AWARD SCHEDULE CONTRACT

SOURCE: Public Works Department - Engineering Division

COMMENT: For the past several years, the City of Porterville's Public Works Department has utilized surveying equipment under the ownership of one of its employees for various Capital Improvement Projects. In the near future, this equipment will no longer be available for the department's use. The Engineering Division has researched potential equipment replacement options by utilizing the California Multiple Award Schedule Contract (CMAS) process and has determined that a Trimble S-3 Robotic System is the best match for our operation. In addition, staff's research finds that our older non-operating surveying equipment (pre-1960 equipment) can be traded in, resulting in a $2,500 discount.

California Surveying and Drafting Supply is a Trimble supplier and is authorized to distribute Trimble surveying equipment via CMAS Contract No. 4-07-66-0048C. The quote for the Trimble S-3 Robotic System is $29,945.77, which includes taxes and a trade-in of the previously mentioned non-operating equipment. The quote is attached for Council's reference.

Public Works Department/Engineering Division General Fund is the funding source for this equipment. The City Engineer is projecting year end budget results to be about 93% of initial fiscal year projections which includes this proposed equipment purchase.

RECOMMENDATION: That the City Council:

1. Authorize the purchase of the Trimble S-3 Robotic Surveying equipment as quoted by California Surveying and Drafting Supply; and

2. Authorize payment upon satisfactory delivery of the equipment.
# Quote: Trimble S-3

## Billing Information

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<tbody>
<tr>
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<tr>
<td>Address:</td>
<td>291 N. Main Street</td>
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<tr>
<td>City:</td>
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## Shipping Information

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## Part List

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<td>1</td>
<td>SLSU-S3201230-AT</td>
<td>Trimble S-3 2&quot; Robotic With TSC3 Data Collector with Active Tracking</td>
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<td>S1003007</td>
<td>Rod - Trimble Standard telescopic rod 2.0m</td>
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## Notes:

All returns and exchanges must be made within 30 days of invoice. All returns subject to a 25% restocking fee. No cancellations, refunds, or exchanges on Special Order (including all GPS/GIS/Surveying Instruments and/or Software).

For all Trimble CMAS, GSA or Educator part numbers ordered, please address Purchase Orders to:

Trimble Navigation  
Attn: MGIS/Survey  
5475 Killenburger Road  
Dayton, OH 45424

Please FAX all Purchase Orders to: (916) 344-2121

---

Sub Total: $29,973.00  
Tax Rate: 8.250%  
Tax: $2,472.77  
Trade In Discount: -$2,500.00  
Freight: Not Quoted  
Total: $29,945.77

---

Customer Acceptance

Chris Borden  
Chris@cdsinc.com  
559-708-8593

Quotation valid for 30 days  
Date: 6/8/2012
**View Contract**

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<tr>
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<td><strong>Expiration Date</strong></td>
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<td><strong>Supplier</strong></td>
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**Classifications**
- [201219] Well measurement and logging equipment
- [411129] Navigational equipment and instruments
- [432217] Fixed network equipment and components
- [432315] Business function specific software
- [521615] Audio and visual equipment
- [721518] Machine installation and maintenance and repair services

---

**Contract Items**

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<th>PRODUCT CODE</th>
<th>TITLE</th>
<th>SUPPLIER</th>
<th>PRICE</th>
<th>UNIT</th>
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There are no contract items to show.

---

http://www.bidsync.com/DPX?ac=agencycontview&contid=30920 06/11/2012
CITY COUNCIL AGENDA: JUNE 19, 2012

CONSENT CALENDAR

SUBJECT: RELINQUISH LEASE ON PROPERTY LOCATED AT APN 261-070-004
OWNER - POPULAR IRRIGATION COMPANY, A CORPORATION

SOURCE: PUBLIC WORKS DEPARTMENT

COMMENT: On May 15, 2012, Council approved the purchase of property (for the Tule River Parkway Phase III Project) from Poplar Irrigation Company, a Corporation, the owner of property located at APN 261-070-004.

Escrow is now asking for the City to approve a resolution to relinquish a lease, which is currently on the full property, from the portion the City purchased.

The funding source for the Tule River Parkway Phase III project is through an Environmental Enhancement Mitigation Grant with the match from Measure R Bike and Pedestrian Funds. The funding source for the remainder of the parcel is through Measure R Supplemental Agreement from TCAG.

RECOMMENDATION: That City Council:
1. Adopt the Draft Resolution Relinquishing the Lease on the portion the City purchased;
2. Authorize the Mayor to sign all necessary documents; and
3. Authorize staff to record all documents with the County Recorder.

ATTACHMENTS: 1. Draft Resolution
RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ACCEPTING A QUITCLAIM DEED TO RELINQUISH AN EXISTING LEASE
FROM R.S.P. INVESTMENTS, L.L.C.

BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby accepts a Quitclaim Deed from R.S.P. Investments, L.L.C., to relinquish that portion of an existing lease recorded February 22, 1980, Instrument No. 9445, Book 3742, Page 466 of Official Records and by that certain un-recorded assignment of lease dated July 15, 2004, in the City of Porterville, County of Tulare, State of California, to-wit:

See Exhibit "A" and shown on Exhibit "B" attached hereto and made a part thereof.

BE IT FURTHER RESOLVED that the Mayor be authorized to sign all necessary documents, and said Quitclaim Deed be recorded in the office of the Tulare County Recorder.

PASSED, APPROVED AND ADOPTED this 19th day of June, 2012.

______________________________
Ronald L. Irish, Mayor

ATTEST:
John D. Lollis, City Clerk

______________________________
By: Patrice Hildreth, Chief Deputy City Clerk
LEGAL DESCRIPTION

Exhibit "A"

That portion of the Northwest quarter of the Southwest quarter of Section 36, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, more particularly described as follows:

COMMENCING AT the Northeast corner of said Northwest quarter of the Southwest quarter;

THENCE, South 00°28'58" West, along the east line of said Northwest quarter of the Southwest quarter, 500.00 feet as defined per Lot Line Adjustment 1-99, recorded February 3, 1999 as Document No. 1999-0008823;

THENCE, South 00°28'58" West, along said east line, a distance of 257.90 feet, to the POINT OF BEGINNING;

THENCE, South 77°54'58" West, a distance of 705.03 feet;

THENCE, North 83°24'35" West, 408.7 feet, more or less, to a point in the east right of way line of Main Street (80 feet wide);

THENCE, South 00°57'41" West, along said east right of way line and parallel with the West line of said Northwest quarter of the Southwest quarter, a distance of 82.19 feet;

THENCE, South 81°30'41" East, a distance of 285.02 feet;

THENCE, South 86°32'08" East, a distance of 247.70 feet;

THENCE, South 56°11'28" East, a distance of 49.37 feet;

THENCE, South 31°24'58" East, a distance of 85.85 feet;

THENCE, North 50°47'58" East, a distance of 23.04 feet;

THENCE, North 71°52'44" East, a distance of 92.80 feet;

THENCE, South 84°26'19" East, a distance of 38.63 feet;

THENCE, North 75°17'35" East, a distance of 102.97 feet;
THENCE, North 66°49′48″ East, a distance of 257.09 feet, to a point in the east line of said Northwest quarter of the Southwest quarter;

THENCE, North 00°28′58″ East, along said east line, 173.67 feet to the POINT OF BEGINNING;

CONTAINING: 164,208 square feet (3.77 acres) more or less.

BASIS OF BEARING for the parcel described herein is the north line of the Southwest quarter, Section 36, Township 21 South, Range 27 East, Mount Diablo Base & Meridian, taken as South 89°25′17″ East, per Record of Survey, filed in Book 21 of Licensed Surveys at page 68 in the Office of Tulare County Recorder.

END OF DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: Michael K. Reed
Michael K. Reed, Licensed Land Surveyor
Date: 1/12/2012
CITY COUNCIL AGENDA: JUNE 19, 2012

SUBJECT: REQUEST FOR APPROVAL TO PURCHASE SPECIALIZED EQUIPMENT

SOURCE: WASTEWATER TREATMENT FACILITY

COMMENT: The City of Porterville Wastewater Treatment Facility’s existing Screenings and Washer Compactor (SWC) has several internal mechanical parts that have failed and need replacement. The SWC is critical in processing material removed by the automatic barscreens prior to disposal.

JWC Environmental is the sole source manufacturer of the SWC and repair parts. Total cost of the equipment, taxes, and shipping is $9,552.50, and the funding source is the Wastewater Treatment Facility Operating Fund.

RECOMMENDATION: That City Council:

1. Approve the $9,552.50 purchase from JWC Environmental for:
   a. Auger Rotor Assembly; and
   b. Weldment, Transport Segment

P:\pubworks\General\Council\Request for Approval to Purchase Specialized Equipment - 2012-06-19.doc

Dir B28 Appropriated/Funded JNP CM J Item No. 9
SUBJECT: AFFIRM RESOLUTION OF SUPPORT FOR NEW CIEDB FUNDED PROJECTS – WELL #32 & TWO (2) BOOSTER PUMPS AT VETERAN'S PARK

SOURCE: Public Works Department - Engineering Division

COMMENT: On July 1, 2009, the California Infrastructure Economic & Development Bank executed an Installment Sale Agreement in the amount of $6,757,500 for the financing of the Eastside Water Projects. These projects included the following:

1. 12" water main along Morton Avenue (Westwood to Newcomb);
2. 12" water main along Mathew Street (Olive to Morton);
3. 12" water main along Newcomb Street (Morton to 800' north);
4. 1,000 gallon/min booster pump at Veteran's Park;
5. 3 million gallon steel reservoir on Martin Hill with booster pump; and
6. 1.25 miles of 12" water mains supplying water to the new reservoir.

The above listed projects have been completed and accepted by the City Council. The CIEDB loan reimbursed the City for the cost of the constructed projects and also reimbursed the City for all design and construction management services.

The cost to complete all work identified in the loan agreement and reiterated herein was $5,076,932.50 leaving $1,680,567.50 in unspent CIEDB funds. The CIEDB Loan Department encourages the City to take advantage of the 3.84% loan and identify additional projects that total $1,671,800. Two projects that staff strongly recommends be built include a new well site (Well #32), near the airport, and construction of two new booster pumps at Veteran's Park. The CIEDB has submitted a short application form addressing these two "added" projects and is ready to extend the project completion date 30 months.

The City Council has the option of returning the unspent funds, thus reducing the annual debt payment by approximately $94,000, which equates to 50¢ per connection per month; or the Council may choose to use the funds to construct the water facilities identified in this report. It should be noted that the CIEDB strongly requests that the City not return the unused funds because it severely affects their ability to secure maximum allocations in future years.

Dir Approp/Funded MB CM Item No. 10
Public Work’s goal is to construct new water wells every two years to keep pace with the recommendations noted in the adopted Water Master Plan. (Unfortunately, the persistent slow economy has not allowed construction of water wells at the suggested rate and each year the City falls further behind in its water production effort.) Designing and constructing Well #32 as soon as possible is staff’s recommendation considering our current water needs.

A second essential component in the overall development of the City’s water delivery system is the construction and placement of booster pumps in strategic locations. The booster pumps allow the City to transport water from high water production areas (west side) to the City’s storage reservoirs which are located on the east side of town. Staff strongly supports the installation of two new booster pumps at Veteran’s Park.

Presently, the City has a dated contract with Dee Jaspar & Associates to design five well sites. To date, Dee Jaspar & Associates has designed three well sites and performed other associated duties related to well development. Further, the contract was amended and approved by the City Council to include the design of a booster pump at Veteran’s Park. Staff respectfully requests that the City Council allow Engineering to re-activate the Well Design contract and negotiate a fee with Dee Jaspar & Associates to design Well #32 and the two new booster pumps.

RECOMMENDATION: That the City Council:

1  Direct the Public Works Director to complete and transmit the “new projects” application form to the California Infrastructure and Economic Development Bank;

2  Authorize the Mayor to sign the attached “Resolution of Support” affirming Council’s decision to fund the design and construction of a new well site and two new booster pumps using the remaining CIEDB funds from Loan Agreement CIEDB-08-092;

3  Authorize the City Engineer to negotiate and amend the existing Well Design contract with Dee Jaspar & Associates for consultant services to design Well #32 and two new booster pumps; and

4  Authorize the Mayor to execute the amended design services contract with Dee Jaspar & Associates.

ATTACHMENT: Resolution

P:\pubworks\General\Council\Affirm Resolution of Support for New CIEDB Funded Projects - 2012-06-19.doc
RESOLUTION NO. ____________

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF PORTERVILLE AUTHORIZING THE SUBMISSION OF THE AGREEMENT AMENDMENT REQUEST TO THE CALIFORNIA INFRASTRUCTURE AND ECONOMIC DEVELOPMENT BANK FOR AN AMENDMENT OF THE FINANCING AGREEMENT FOR THE EASTSIDE WATER IMPROVEMENT PROJECTS, DECLARATION OF OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES FROM PROCEEDS OF OBLIGATION, AND APPROVING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the California Infrastructure and Economic Development Bank ("I-Bank") administers the Infrastructure State Revolving Fund Program ("ISRF Program") to assist local governments with the financing of Public Development Facilities as described in Section 63000 et seq. of the California Government Code (the "Act"); and

WHEREAS, the City of Porterville ("Borrower") entered into an Installment Sale Agreement on July 1, 2009 ("Agreement") that provided $6,757,500 of financing ("Financing Amount") for the Eastside Water Improvement Projects ("Project"); and

WHEREAS, the Borrower desires to enter into an amendment ("Amendment") to the Agreement (as amended, "Amended Financing Agreement") to include (a) new Project component(s) ("New Component"), [and] to refer to the Project together with the New Component as Well #32 and Veteran’s Park Phase 2 Booster Pumps ("Revised Project"); and

WHEREAS, the Act requires the Borrower to certify by resolution certain findings prior to a project being selected for financing by the I-Bank; and

WHEREAS, the Borrower expects to pay certain expenditures (the "Reimbursement Expenditures") in connection with the New Component prior to incurring indebtedness for the purpose of financing costs associated with the New Component on a long-term basis; and

WHEREAS, the Borrower reasonably expects that a financing arrangement for the New Component financed by the ISRF Program ("Obligation") will be effected through entry into the Amendment and that certain of the proceeds of such Obligation will be used to reimburse certain expenditures;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville does:

Section 1. The City of Porterville hereby approves the filing of an Agreement Amendment Request with the I-Bank for the New Component; and in connection therewith certifies:
a. that the New Component is consistent with the General Plan of both the City of Porterville and the County of Tulare;

b. the proposed financing is appropriate for the New Component;

c. the New Component facilitates effective and efficient use of existing and future public resources so as to promote both economic development and conservation of natural resources;

d. the New Component develops and enhances public infrastructure in a manner that will attract, create, and sustain long-term employment opportunities; and

e. the New Component is consistent with the I-Bank’s Criteria, Priorities, and Guidelines for the ISRF Program.

Section 2. The Borrower hereby declares its official intent to use proceeds of the Obligation to reimburse itself for certain expenditures in accordance with the limitations set forth in the Tax Certificate attached as an Exhibit to the Agreement. This declaration is made solely for purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations. This declaration does not bind the Borrower to make any expenditure, incur any indebtedness, or proceed with the New Component.

Section 3. The City Manager of the Borrower is hereby authorized and directed to act on behalf of the City of Porterville in all matters pertaining to the Agreement Amendment Request.

Section 4. If the Agreement Amendment Request is approved, the City Manager of the Borrower is authorized to enter into and sign the Amendment with the I-Bank for the purposes of financing the New Component.

Section 5. This resolution shall become effective immediately upon adoption.

PASSED, APPROVED and ADOPTED on this 19th day of June, 2012.

Ronald L. Irish, Mayor

ATTEST:
John D. Lollis, City Clerk

By Patrice Hildreth, Chief Deputy City Clerk
THIS ITEM HAS BEEN REMOVED
SUBJECT: PRELIMINARY ANNUAL ENGINEER’S REPORT OF ASSESSMENTS FOR LIGHTING & LANDSCAPE MAINTENANCE DISTRICTS AND SETTING A PUBLIC HEARING

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT

COMMENT: The City has created 64 lighting and landscape maintenance districts (LMDs) since 1989. A separate district has been established for each new land development. Many of these districts only contain street lighting, for which the assessment was to collect only a portion of the street lighting cost. Other districts have landscape improvements installed within public right-of-ways or public properties in addition to the street lighting. In these instances, the landscaping has been established to provide a more aesthetic appearance and a healthier environment. Only the property owners who directly benefit from improvements are assessed for the maintenance. Annually, a process of evaluating maintenance needs and establishing an assessment for each LMD must be followed.

The first attached Resolution is necessary to initiate the annual Engineer’s Report, which will show the proposed assessments for the 2012-2013 Fiscal Year. The second Resolution provides preliminary approval to the Engineer’s Report for Fiscal Year 2012-2013. The comprehensive annual Engineer’s Report is provided as an attachment. Once the assessments are approved by the City Council, they are transmitted to the County of Tulare for placement upon the tax bill of the property owners and indicated as a special assessment. The third Resolution declares the intent of the City Council to levy and collect the assessments for Fiscal Year 2012-2013, and sets a Public Hearing on the assessments for July 3, 2012.

Staff is committed to continue to improve the assessment process, as well as increase maintenance efforts during the upcoming Fiscal Year. The Engineer’s Report for Fiscal Year 2012-2013 was produced by City staff which saved approximately $7,700 in outside contractual expenses.
Staff recently went out for bid regarding the maintenance of each Landscape Maintenance District; the bids were very favorable and staff anticipates approximately $1,000 in savings per month. The result of the process is scheduled to be presented to Council at a future meeting.

RECOMMENDATION: That the City Council:

1. Adopt Resolutions:
   a. Ordering the preparation of an Engineer’s Report for the Landscape and Lighting Maintenance Districts for the Fiscal Year 2012-2013;
   b. Giving preliminary approval to the Engineer’s Report for the Landscape and Lighting Maintenance Districts for Fiscal Year 2012-2013; and
   c. Declaring the intent to levy and collect assessments for Fiscal Year 2012-2013, and offering a time and place for hearing objections thereto.

2. Further, that the City Council set a public hearing for 6:30 PM on July 3, 2012, regarding the Engineer’s Report and proposed assessments for the Landscape and Lighting Maintenance Districts for Fiscal Year 2012-2013.


2. Resolution of preliminary approval to Engineer’s Report.


4. Resolution declaring intent to levy assessments and set public hearing.
RESOLUTION NO.: __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ORDERING THE PREPARATION OF AN ENGINEER’S REPORT FOR LANDSCAPE
AND LIGHTING MAINTENANCE DISTRICTS FOR FISCAL YEAR 2012-2013

WHEREAS, the City Council of the City of Porterville has determined that the public
interest, convenience and necessity required the maintenance of lighting systems, landscape
planting materials, irrigation systems and appurtenances in designated areas of the City; and

WHEREAS, the City has established assessment districts to recover the cost of
maintenance work; and

WHEREAS, Section 22622 of the California Streets and Highways Code requires that an
Engineer’s Report be prepared and filed annually, outlining the assessments to be levied against
the properties within the assessment district.

NOW, THEREFORE, be it resolved by the City Council of the City of Porterville that:

1. Baldomero Rodriguez is appointed “Engineer of Work” for preparation of the
   Engineer’s Report.

2. The Engineer of Work is ordered to prepare the report for Fiscal Year 2012-2013 in
   accordance with Article 4, Division 15, of the Streets and Highways Code,

PASSED, APPROVED AND ADOPTED this 19th day of June 2012.

________________________________________
Ronald L. Irish, Mayor

ATTEST:
John D. Lollis, City Clerk

By: ________________________________
    Patrice Hildreth, Chief Deputy City Clerk
RESOLUTION NO.: ______-2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE GIVING
PRELIMINARY APPROVAL OF ENGINEER’S REPORT FOR FISCAL YEAR 2012-2013
FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS

WHEREAS, on the 19th day of June 2012, said City Council did adopt a Resolution
directing the Engineer of Work to make and file with the City Clerk of said City a report in writing
for Fiscal Year 2012-13 as required by the Landscaping and Lighting Act of 1972; and

WHEREAS, said Engineer of Work has made and filed with the City Clerk of said City a
report in writing as called for in said Resolution and under and pursuant to said Act, which report
has been presented to this Council for consideration; and

WHEREAS, said Council has duly considered said report and each and every part thereof,
and finds that each and every part of said report is sufficient, and that said report, nor any part
thereof, requires or should be modified.

NOW, THEREFORE, be it resolved by the City Council of the City of Porterville that:

1. The Engineer’s Estimate of the itemized costs and expenses of said work and of the
   incidental expenses in connection therewith, contained in said report be, and each
   of them are hereby, preliminarily approved and confirmed.

2. The diagram showing the Assessment Districts referred to and described in said
   report (the boundaries of the subdivision of land within each said Assessment
   District) are approved and confirmed as the same as existed at the time of passage
   of Resolution originally establishing each District.

3. The proposed assessments upon the subdivisions of land in said Assessment
   Districts are in proportion to the estimated benefit to be received by said
   subdivisions, respectively, from said normal and customary maintenance and of the
   incidental expenses thereof, as contained in said report, and are hereby
   preliminarily approved and confirmed.

4. Said report shall stand as the Engineer’s Report for the purposes of all subsequent
   proceedings, and pursuant to the proposed district.

Reference is hereby made to said maps for further, full and more particular description of said
Assessment District, and the same maps so on file shall govern for all details as to the extent of
each said Assessment District.
PASSED, APPROVED AND ADOPTED this 19th day of June 2012.

_________________________________________
Ronald L. Irish, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _________________________________
Patrice Hildreth, Chief Deputy City Clerk
RESOLUTION NO.: — 2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2012-2013 IN LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS; DECLARING THE WORK TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREAS WITHIN THE LANDSCAPE MAINTENANCE DISTRICTS AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID DISTRICT AS LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO.

The City Council of the City of Porterville, pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California, does resolve as follows:

DESCRIPTION OF WORK

SECTION 1. That the public interest and convenience requires it is the intention of the City Council of the City of Porterville, California, to order the following work be done, to wit:

1. Maintenance and servicing of facilities and landscaping as authorized by Section 22525 of the Streets and Highways Code.

2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

LOCATION OF WORK

SECTION 2. The foregoing described work is to be located within the following areas:

1. Right-of-way and easement along the Westwood Street frontage of Unit 1 and II of Westwood Estates, more particularly described on maps which are on file in the City Clerk’s office entitled “Landscape and Lighting Maintenance District No. 1.”

2. Right-of-way and easements along street frontage along Hope Avenue, Newcomb Street, Thunderbolt Drive and Corsair Drives of the Airport Industrial Park, more particularly described on maps which are on file in the City Clerk’s office entitled "Annexation No. 1 to Landscape and Lighting Maintenance District No. 1".

3. Hillcrest Street right-of-way, fire access road, Jasmine Drive entries; south perimeter west of fire access road, west perimeter including the parcel on which the water tank is located.
located, viewpoint look-out parcel at the northwest corner of Jasmine Ranch Subdivision, and the pedestrian access to each cul-de-sac from Hillcrest Street, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 2 to Landscape and Lighting Maintenance District No. 1".

4. Porter Creek Avenue right-of-way to the bank of the Porter Slough median entry, 15' landscape area between Porter Creek Subdivision block wall to Westwood Street, the pedestrian access bridge over Porter Slough and all of the maintenance area to the center line Porter Slough, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 3 to Landscape and Lighting Maintenance District No. 1".

5. LaVida Park green belt, east on Plum Way Street and the entries east along Beverly street, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 4 to Landscape and Lighting Maintenance District No. 1".

6. Westwood Estates #4, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 5 to Landscape and Lighting Maintenance District No. 1".

7. Northpointe includes subdivision lighting located south of Westfield Avenue and east of Matthew Street, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 6 to Landscape and Lighting Maintenance District No. 1".

8. Quail Park Phase II Subdivision includes payment of street lighting, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 7 to Landscape and Lighting Maintenance District No. 1".

9. Westwood Park Unit Three Subdivision includes the east side of Westwood street and the fire access road on the south side of the subdivision, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 8 to Landscape and Lighting Maintenance District No. 1".

10. Map No. 4132 includes lighting, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 9 to Landscape and Lighting Maintenance District No. 1".

11. Westview Subdivision includes street lighting and landscaping on the east side of Cobb Street, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 10 to Landscape and Lighting Maintenance District No. 1".

12. New Horizons Phase One Subdivision includes lighting, more particularly described
on maps which are on file in the City Clerk's office entitled "Annexation No. 11 to Landscape and Lighting Maintenance District No. 1".

13. Sunrise Estates Phase Six Subdivision includes landscape maintenance, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 12 to Landscape and Lighting Maintenance District No. 1".

14. Wisconsin Manor I Subdivision includes landscape and lighting maintenance, more particularly described on maps, which are on file in the City Clerk's office entitled "Annexation No. 14 to Landscape and Lighting District No. 1."

15. Northpointe Phase II Subdivision includes lighting maintenance, more particularly described on maps, which are on file in the City Clerk's office entitled "Annexation No. 15 to Landscape and Lighting District No. 1."

16. New Horizon's Phase II Subdivision includes lighting maintenance, more particularly described on maps, which are on file in the City Clerk's office entitled "Annexation No. 16 to Landscape and Lighting District No. 1."

17. "Annexation #17 Landscape and Lighting District" NOT FORMED.

18. Westwood Mobile Home Park includes landscape and lighting maintenance more particularly described on maps, which are on file in the City Clerk's office entitled "Annexation No. 18 to Landscape and Lighting District No. 1."

19. Castle Woods Phase I Subdivision includes landscape and lighting maintenance more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 19 to Landscape and Lighting District No. 1."

20. District No. 2 = North Creek Estates Subdivision located on Westwood north of Westfield includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk’s office entitled District No.2.

21. District No. 3 = New Expressions Phase I Subdivision located along Indiana Street between Springville Avenue and Cleo Avenue includes lighting maintenance and more particularly described on maps which are on file in the City Clerk’s office entitled District No. 3.

22. District No. 4 = River Springs Phase I Subdivision located along Newcomb Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk’s office entitled District No.4.

23. District No. 5 = Castle Woods Phase II Subdivision located on Castle Avenue, Salisbury Street, and Median Avenue includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk’s office
entitled District No. 5.

24. District No. 6 = Creek View Estates located between Porter Creek Avenue and the property line in Porter Slough includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk’s office entitled District No. 6.

25. District No. 7 = Ford Estates located on the corner of Roby and Westwood Avenue includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk’s office entitled District No. 7.

26. District No. 8 = River Breeze Subdivision located on Newcomb Street, Patsy Street and Springs Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk’s Office entitled District No. 8.

27. District No. 9 = Orchard Ridge Phase 3 Subdivision located on Mathew Street, Nancy Avenue, Cheryll Avenue and Belmont Street includes lighting maintenance and more particularly described on maps which are on file in the City Clerk’s Office entitled District No. 9.

28. District No. 10 = Orchard Ridge Phase 4 Subdivision located on LaVida Court and Carmelo Street includes lighting maintenance and more particularly described on maps which are on file in the City Clerk’s Office entitled District No. 10.

29. District No. 11 = Orchard Ridge Phase 5 Subdivision located on Mathew Street, LaVida Avenue, Michael Street and Julieann Avenue includes lighting maintenance and more particularly described on maps which are on file in the City Clerk’s office entitled District No. 11.

30. District No. 12 = Westwood Estates Unit 5, Phase 2, located along Henderson Avenue and Brandy Way includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk’s office entitled District No. 12.

31. District No. 13 = River Ranch 3, located along Newcomb Street, Lloyd Avenue and Patsy Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk’s office entitled District No. 13.

32. District No. 14 = River Springs, Phase 2 Subdivision located on River Avenue, Beverly Street, Date Avenue and River Springs Drive includes lighting maintenance and more particularly described on maps which are on file in the City Clerk’s office entitled District No. 14.

33. District No. 15 = Meadowood, Phase 1 Subdivision located on Newcomb Street, Cheryl Avenue and York Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk’s office entitled District No. 15.
34. District No. 16 = New Expressions, Phase 2 Subdivision located on the Lybarger Avenue Cul de Sac at the entry of the Tule River Parkway Trail includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk’s office entitled District No. 16.

35. District No. 17 = Orchard Ridge Phase 6 Subdivision located north of Westfield Avenue between Michael Street and Lombardi Street on Julieann Avenue and Michael Street includes lighting maintenance and more particularly described on maps which are on file in the City Clerk’s office entitled District No. 15.

36. District No. 18 = Ohio North Subdivision located on Ohio Way Street includes lighting maintenance and more particularly described on maps which are on file in the City Clerk’s office entitled District No. 18.

37. District No. 19 = Williams Ranch, Phase One located south of Westfield Avenue on Silver Maple Street, Wall Court and San Lucia Court includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk’s office entitled District No. 19.

38. District No. 20 = West View Place Subdivision located on Median Avenue includes lighting maintenance and more particularly described on maps which are on file in the City Clerk’s office entitled District No. 20.

39. District No. 21 = Orchard Ridge Phase Seven Subdivision located on Pioneer Avenue, Michael Street and Mathew Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk’s office entitled District No.21.

40. District No. 22 = Meadowood Phase Two Subdivision located on Newcomb Street, Pioneer Avenue, Julieann Avenue, Greenfield Street, York Street, and Birch Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk’s office.

41. District No. 23 = Riverview Estates Phase Three Subdivision located on Roby Avenue, Belmont Street, Orange Avenue and Parkwest Street includes lighting maintenance and more particularly described on maps which are on file in the City Clerk’s office entitled District No. 23.

42. District No. 24 = Orchard Ridge, Phase Eight Subdivision located on Mathew Street, Michael Street, Pamela Avenue, and Santa Maria Avenue includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk’s office entitled District No. 24.

43. District No. 25 = Casas Del Rio Subdivision located on Date Street, Casas Del Rio Avenue, Presidio Avenue, Rio Bonito Street, Alamo Court, Camellia Street, Tule Court and Rio Vista Avenue includes landscape and recreation area maintenance and more particularly described on maps which are on file in the City Clerk’s office
entitled District No. 25.

44. District No. 26 = Orchard Ridge, Phase Nine Subdivision located on Belmont Street, Pamela, Santa Maria and Pioneer Avenues includes lighting maintenance and more particularly described on maps which are on file in the City Clerk’s office entitled District No. 26.

45. District No. 27 = New Expressions Phase 3 Subdivision located on Springville Avenue, Cleo Avenue and McIntire Avenue along Wisconsin Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk’s office entitled District No. 27.

46. District No. 28 = Meadowood Phase Three Subdivision located on Westfield Avenue, Cheryll Avenue, Salisbury Street, Julieann Avenue and Pioneer includes lighting maintenance and more particularly described on maps which are on file in the City Clerk’s office entitled District No. 28.

47. District No. 29 = River Springs Phase Three Subdivision located on Date Avenue, River Springs Drive and Atkins Court includes lighting maintenance and more particularly described on maps which are on file in the City Clerk’s office entitled District No. 29.

48. District No. 30 = Right-of-way, easements, and public lands within Sierra Meadows, Phase One Subdivision, more particularly described on maps which are on file in the City Clerk’s office entitled District No. 30.

49. District No. 31 = Right-of-way, easements, and public lands within Williams Ranch, Phase 2 and 3 Subdivision, more particularly described on maps which are on file in the City Clerk’s office entitled District No. 31.

50. District No. 32 = Right-of-way, easements, and public lands within Sunrise Villa, Phase One, Two and Three Subdivision, more particularly described on maps which are on file in the City Clerk’s office entitled District No. 32.

51. District No. 33 = Right-of-way, easements, and public lands within New Expressions, Phase Four Subdivision, more particularly described on maps which are on file in the City Clerk’s office entitled District No. 33.

52. District No. 34 = Right-of-way, easements, and public lands within Meadow Breeze, Phase Two Subdivision, more particularly described on maps which are on file in the City Clerk’s office entitled District No. 34.

53. District No. 35 = Right-of-way, easements, and public lands within Meadow Breeze, Phase One Subdivision, more particularly described on maps which are on file in the City Clerk’s office entitled District No. 35.
54. District No. 36 = Right-of-way, easements, and public lands within Amalene Estates Subdivision, more particularly described on maps which are on file in the City Clerk’s office entitled District No. 36. REFORMED TO DISTRICT NO. 40

55. District No. 37 = Right-of-way, easements, and public lands within Riverview Estates, Phase Four Subdivision, more particularly described on maps which are on file in the City Clerk’s office entitled District No. 37.

56. District No. 38 = Right-of-way, easements, and public lands within Ranch Victoria, Phase One Subdivision located on the north side of Putnam Avenue and east of Mathew Street, and more particularly described on maps which are on file in the City Clerk’s office entitled District No. 38.

57. District No. 39 = Right-of-way, easements, and public lands within Williams Ranch Phase 4 Subdivision, including Theta Avenue, Bel-Aire Court, Terry Court, Silver Maple Street and Red Oak Street, and more particularly described on maps which are on file in the City Clerk’s office entitled District No. 39.

58. District No. 40 = Right-of-way, easements, and public lands within Amalene Estates Subdivision located on Westwood between the Tule River and Olive Avenue, including Vine Avenue, Clare Avenue, Clare Court, and Dogwood Street, and more particularly described on maps which are on file in the City Clerk’s office entitled District No. 40.

59. District No. 41 = Beverly Glenn Subdivision, located between Lotus and Beverly Streets, including Date Avenue.

60. District No. 42 = Sierra Estates Subdivision, located east of Leggett Street and including Grand Avenue, South Place, Doree Place and Maurer Street. It also includes stub streets for Bellevue and Kanai Streets.

61. District No. 43 = Sierra Meadows Phase Two Subdivision located on Jaye Street and Gibbons Avenue and including Stacie, Yates, and Melinda Avenues and Mesa Oak and Pearson Streets.

62. District No. 44 = Summit Estates, Phase One Subdivision located along Mathew Street and includes Orange Avenue and Lombardi and Argyle Streets.

63. District No. 45 = New Expressions Phase Five Subdivision located along Parkway Drive and Indiana Street and includes Cloverleaf, Wisconsin, Bay Oak and Milo Streets.

64. District No. 46 = Moorea Manor Subdivision located along Newcomb and includes San Lucia Lane.

65. Annexation No. 1 into District No. 32 = Right-of-way, easements, and public lands
within Sunrise Villa, Phase Two and Three Subdivisions, more particularly described on maps which are on file in the City Clerk's office entitled "Landscape and Lighting Annexation No. 1 to District No. 32".

66. Annexation No. 1 into District No. 34 = Right-of-way, easements, and public lands within Meadow Breeze, Phase Three more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 1 to Maintenance District No. 34".

Reference is hereby made to said maps for further, full and more particular description of said assessment district, and the same maps so on file shall govern for all details as to the extent of said assessment district.

DESCRIPTION OF ASSESSMENT DISTRICT

SECTION 3. That the contemplated work, in the opinion of said City Council, is to be of more than local or ordinary public benefit, and the said City Council hereby makes the expense of the said work chargeable upon a district, which said district is described as follows:

1. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 26-89, indicating by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.

2. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 1 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 146-89, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.

3. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 2 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 42-92, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.

4. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 3 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 69-93, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.
5. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 4 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 100-93, indicating by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.

6. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 5 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 144-93, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.

7. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 6 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 54-94 indicating by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.

8. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 7 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 45-95 indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.

9. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 8 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 97-94 indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.

10. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 9 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 51-95 indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.

11. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 10 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said
City by Resolution No. 46-95 indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.

12. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain “Map of Annexation No. 11 to Landscape and Lighting Maintenance District No. 1” heretofore approved by the City Council of said City by Resolution No. 79-95 indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.

13. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain “Map of Annexation No. 12 to Landscape and Lighting Maintenance District No. 1” heretofore approved by the City Council of said City by Resolution No. 80-95 indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.

14. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain “Map of Annexation No. 14 to Landscape and Lighting Maintenance District No. 1” heretofore approved by the City Council of said City by Resolution No 24-96 indicating by said boundary line the extent of the territory included within the district and which map is on file in the office of the City Clerk of said City.

15. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain “Map of Annexation No. 15 to Landscape and Lighting Maintenance District No. 1” heretofore approved by the City Council of said City by Resolution No. 140-95 indicating by said boundary line the extent of the territory included within the district and which map is on file in the office of the City Clerk of said City.

16. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain “Map of Annexation No. 16 to Landscape and Lighting Maintenance District No. 1” heretofore approved by the City Council of said City by Resolution No. 33-96 indicating by said boundary line the extent of the territory included within the district and which map is on file in the office of the City Clerk of said City.

17. Annexation No. 17 Not Formed.

18. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain “Map of Annexation No. 18 to Landscape and Lighting Maintenance District No. 1” heretofore approved by the City Council of said City by Resolution No. 50-96 indicating by said boundary line the extent of the territory included within the district and which map is on file in the office of the City
19. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain “Map of Annexation No. 19 to Landscape and Lighting Maintenance District No. 1” heretofore approved by the City Council of said City by Resolution No. 56-96 indicating by said boundary line the extent of the territory included within the district and which map is on file in the office of the City Clerk of said City.

20. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain “Map of Landscape and Lighting District No. 2” heretofore approved by the City Council of said City by Resolution No. 126-98 indicating by said boundary line the extent of the territory included within the assessment district and which map is on file in the office of the City Clerk of said City.

21. All that certain “Map of Landscape and Lighting District No. 3” heretofore approved by the City Council of said City by Resolution No. 127-98 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

22. All that certain “Map of Landscape and Lighting District No. 4” heretofore approved by the City Council of said City by Resolution No. 128-98 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

23. All that certain “Map of Landscape and Lighting District No. 5” heretofore approved by the City Council of said City by Resolution No. 29-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

24. All that certain “Map of Landscape and Lighting District No. 6” heretofore approved by the City Council of said City by Resolution No. 89-99 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

25. All that certain “Map of Landscape and Lighting District No. 7” heretofore approved by the City Council of said City by Resolution No. 67-99 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

26. All that certain “Map of Landscape and Lighting District No. 8” heretofore approved by the City Council of said City by Resolution No. 120-99 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

27. All that certain “Map of Landscape and Lighting District No. 9” heretofore approved
by the City Council of said City by Resolution No. 15-2000 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

28. All that certain "Map of Landscape and Lighting District No. 10" heretofore approved by the City Council of said City by Resolution No. 28-2000 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

29. All that certain "Map of Landscape and Lighting District No. 11" heretofore approved by the City Council of said City by Resolution No. 22-2000 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

30. All that certain "Map of Landscape and Lighting District No. 12" heretofore approved by the City Council of said City by Resolution No. 65-2000 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

31. All that certain "Map of Landscape and Lighting District No. 13" heretofore approved by the City Council of said City by Resolution No. 133-2000 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

32. All that certain "Map of Landscape and Lighting District No. 14" heretofore approved by the City Council of said City by Resolution No. 166-2000 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

33. All that certain "Map of Landscape and Lighting District No. 15" heretofore approved by the City Council of said City by Resolution No. 55-2001 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

34. All that certain "Map of Landscape and Lighting District No. 16" heretofore approved by the City Council of said City by Resolution No. 91-2001 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

35. All that certain "Map of Landscape and Lighting District No. 17" heretofore approved by the City Council of said City by Resolution No. 114-2001 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

36. All that certain "Map of Landscape and Lighting District No. 18" heretofore approved by the City Council of said City by Resolution No. 22-2002 indicating by said boundary line the extent of the territory included with the assessment district and
which map is on file in the office of the City Clerk of said City.

37. All that certain "Map of Landscape and Lighting District No. 19" heretofore approved by the City Council of said City by Resolution No. 23-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

38. All that certain "Map of Landscape and Lighting District No. 20" heretofore approved by the City Council of said City by Resolution No. 30-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

39. All that certain "Map of Landscape and Lighting District No. 21" heretofore approved by the City Council of said City by Resolution No. 44-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

40. All that certain "Map of Landscape and Lighting District No. 22" heretofore approved by the City Council of said City by Resolution No. 93-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

41. All that certain "Map of Landscape and Lighting District No. 23" heretofore approved by the City Council of said City by Resolution No. 94-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

42. All that certain "Map of Landscape and Lighting District No. 24" heretofore approved by the City Council of said City by Resolution No. 191-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

43. All that certain "Map of Landscape and Lighting District No. 25" heretofore approved by the City Council of said City by Resolution No. 58-2003 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

44. All that certain "Map of Landscape and Lighting District No. 26" heretofore approved by the City Council of said City by Resolution No. 59-2004 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

45. All that certain "Map of Landscape and Lighting District No. 27" heretofore approved by the City Council of said City by Resolution No. 60-2004 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
46. All that certain "Map of Landscape and Lighting District No. 28" heretofore approved by the City Council of said City by Resolution No. 61-2004 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

47. All that certain "Map of Landscape and Lighting District No. 29" heretofore approved by the City Council of said City by Resolution No. 90-2004 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

48. All that certain "Map of Landscape and Lighting District No. 30" heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

49. All that certain "Map of Landscape and Lighting District No. 31" heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

50. All that certain "Map of Landscape and Lighting District No. 32" heretofore approved by the City Council of said City by Resolution No. 52-2006 and Resolution No. indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

51. All that certain "Map of Landscape and Lighting District No. 33" heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

52. All that certain "Map of Landscape and Lighting District No. 34" heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

53. All that certain "Map of Landscape and Lighting District No. 35" heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

54. All that certain "Map of Landscape and Lighting District No. 36" heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

55. All that certain "Map of Landscape and Lighting District No. 37" heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said
boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

56. All that certain "Map of Landscape and Lighting District No. 38" heretofore approved by the City Council of said City by Resolution No. 38-2007 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

57. All that certain "Map of Landscape and Lighting District No. 39" heretofore approved by the City Council of said City by Resolution No. 38-2007 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

58. All that certain "Map of Landscape and Lighting District No. 40" heretofore approved by the City Council of said City by Resolution No. 38-2007 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

59. All that certain "Map of Landscape and Lighting District No. 41" heretofore approved by the City Council of said City by Resolution No. 37-2008 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

60. All that certain "Map of Landscape and Lighting District No. 42" heretofore approved by the City Council of said City by Resolution No. 37-2008 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

61. All that certain "Map of Landscape and Lighting District No. 43" heretofore approved by the City Council of said City by Resolution No. 37-2008 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

62. All that certain "Map of Landscape and Lighting District No. 44" heretofore approved by the City Council of said City by Resolution No. 37-2008 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

63. All that certain "Map of Landscape and Lighting District No. 45" heretofore approved by the City Council of said City by Resolution No. 37-2008 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

64. All that certain "Map of Landscape and Lighting District No. 46" heretofore approved by the City Council of said City by Resolution No. 91-2009 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
REPORT OF ENGINEER

SECTION 4. The City Council of said City has ordered preparation of the annual report of the Engineer of Work, which report indicates the amount of the proposed assessment, the district boundary, detailed description of improvements, and the method of assessment. The report titled ''Engineer's Report, Landscape and Lighting Maintenance Districts 2012-2013 Fiscal Year'' will be filed in the Office of the City Clerk of said City, and prepared for the 2012-2013 Fiscal Year in accordance with the Landscaping and Lighting Act of 1972. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

COLLECTION OF ASSESSMENTS

SECTION 5. The assessment shall be collected at the time and in the same manner as County taxes are collected.

TIME AND PLACE OF HEARING

SECTION 5. Notice is hereby given that on the 3rd day of July 2012, at the hour of 6:30 p.m. or as soon thereafter as the matter may be heard in the City Council Chambers at 291 North Main Street, in the City of Porterville, any and all persons having any objections to the work or extent of the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

LANDSCAPING AND LIGHTING ACT OF 1972

SECTION 6. All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated The Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

PUBLICATION OF RESOLUTION OF INTENTION

SECTION 7. Published notice shall be made pursuant to Section 6061 of the Government Code. The publication of the Notice of Hearing shall be completed at least 10 days prior to the date of hearing.

CERTIFICATION

SECTION 8. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED 19th day of June 2012.
ATTEST:
John D. Lollis, City Clerk

By:
   Patrice Hildreth, Chief Deputy City Clerk

______________________________
Ronald L. Irish, Mayor
CITY OF PORTERVILLE, CALIFORNIA
ENGINEER’S REPORT FOR
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS
2012-2013 FISCAL YEAR

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville, Resolution Number. The report is in compliance with the requirements of Chapter 1, Article 4, and Chapter 3, Division 15 of the Streets and Highways Code, State of California (Landscaping and Lighting Act of 1972).

SECTION 2. General Description

The City Council has heretofore elected to place the permanent landscape area along Westwood Street of Westwood Estates, Unit 1, 2, and 3 subdivisions, into Landscape and Lighting Maintenance District No. 1 and to annex the permanent landscape areas along the perimeter streets of the following developments:

1. Annexation No. 1 = The Hope Drive, Newcomb Street, Thunderbolt Drive and Corsair Drive frontages of the Airport Industrial Park

2. Annexation No. 2 = Hillcrest Street right-of-way, fire access road, Jasmine Drive entries; west perimeter including the parcel on which the water tank is located, viewpoint look-out parcel at the northwest corner of Jasmine Ranch Subdivision, and the pedestrian access to each cul-de-sac from Hillcrest Street

3. Annexation No. 3 = Porter Creek Avenue right-of-way to the center line of the Porter Slough, median entry, 15’ landscape area between Porter Creek Subdivision block wall to Westwood Street, the pedestrian access bridge over Porter Slough and all of the maintenance area to the center line of Porter Slough

4. Annexation No. 4 = LaVida Park Subdivision green belt, east on Plum Way Street and the entries east along Beverly Street

5. Annexation No. 5 = Westwood Estates #4 Subdivision, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip

6. Annexation No. 6 = Northpointe Subdivision includes subdivision lighting located south of Westfield Avenue and east of Mathew Street

7. Annexation No. 7 = Quail Park Phase II Subdivision located on Lime Street

8. Annexation No. 8 = Westwood Park Unit Three Subdivision located on Westwood Street adjacent to the Tule River

9. Annexation No. 9 = Parcel Map No. 4132 located on the corner of Henderson Avenue and Westwood Street

10. Annexation No. 10 = Westview Subdivision located on the corner of Westfield Avenue and Cobb Street
33. District No. 15 = Meadowood, Phase One Subdivision, located on Newcomb Street, Cheryl Avenue and York Street
34. District No. 16 = New Expressions, Phase Two Subdivision, located on Lybarger Avenue Cul de Sac at the entry to the Tule River Parkway Trail
35. District No. 17 = Orchard Ridge Phase 6 Subdivision located north of Westfield Avenue between Michael Street and Lombardi Street on Julieann Avenue and Michael Street
36. District No. 18 = Ohio North Subdivision located on Ohio Way Street
37. District No. 19 = Williams Ranch, Phase One located south of Westfield Avenue on Silver Maple Street, Wall Court and San Lucia Court
38. District No. 20 = West View Place Subdivision located on Median Avenue
39. District No. 21 = Orchard Ridge Phase Seven Subdivision located on Pioneer Avenue, Michael Street and Mathew Street
40. District No. 22 = Meadowood Phase Two Subdivision located on Newcomb Street, Pioneer Avenue, Julieann Avenue, Greenfield Street, York Street and Birch Street
41. District No. 23 = Riverview Estates Phase Three Subdivision located on Roby Avenue, Belmont Street, Orange Avenue, Forest Avenue and Parkwest Street
42. District No. 24 = Orchard Ridge, Phase Eight Subdivision located on Mathew Street, Michael Street, Pamela Avenue and Santa Maria Avenue
43. District No. 25 = Casas Del Rio Subdivision located on Date Street, Casas Del Rio Avenue, Presidio Avenue, Rio Bonito Street, Alamo Court, Camellia Street, Tule Court and Rio Vista Avenue
44. District No. 26 = Orchard Ridge, Phase Nine Subdivision located on Belmont Street, Pamela, Santa Maria and Pioneer Avenues
45. District No. 27 = New Expressions, Phase Three Subdivision located on Springville Avenue, Cleo Avenue and McIntire Avenue along Wisconsin Street
46. District No. 28 = Meadowood, Phase Three Subdivision located on Westfield Avenue, Cheryll Avenue, Salisbury Street, Julieann Avenue and Pioneer Avenue
47. District No. 29 = River Springs, Phase 3 Subdivision located on Date Avenue, River Springs Drive and Atkins Court
48. District No. 30 = Sierra Meadows, Phase 1, Subdivision located at Indiana Street and Gibbons Avenue
49. District No. 31 = Williams Ranch, Phase 2 and 3 Subdivision on Westwood Street between Henderson and Westfield Avenues
50. District No. 32 = Sunrise Villa, Phase 1, 2 and 3 Subdivision located along Mulberry Avenue east of Cottage Street. Phases 2 and 3 were annexed on June 16, 2009
Reference is hereby made to said subdivision maps, parcel maps and assessment diagrams for the exact location of the landscape areas. The plans and specifications by reference are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

SECTION 4. Improvements

Landscaping improvements will include landscaping the entry ways, medians and areas behind subdivision block wall.

SECTION 5. Estimated Maintenance Costs

Maintenance is currently being performed by City staff and contract services. Accordingly, the City's record-keeping will be required to be sufficiently accurate to detail the expenses incurred on behalf of each individual annexation so that these costs may be recaptured through assessments.

The City Finance Department presently maintains records of expenditures for each annexation. Because of the restrictions placed upon municipal budgets through the passage of Proposition No. 218 and the lag between the time assessments are made and revenues are collected by the City, it is appropriate that assessments be made in advance of the anticipated expenditures to provide working capital for the maintenance effort. The fund balance for some districts would appear to justify a refund, however, it is clear that some of the costs for some of the districts have not been properly recognized. The staff is committed to identifying the discrepancies and rectifying during this fiscal year. Refunds have been included in the form of one time adjustments to the assessment reducing the amount actually assessed per lot.

The assessments include costs accumulated to date and estimated costs for the 2012-2013 fiscal year for Landscape and Lighting District No. 1, including Annexations 1 through 19 and District 2 through 46.

SECTION 6. Assessment Diagram

Copies of the assessment diagrams were attached to each individual Engineer's Reports and were labeled "Exhibit A". An Index Map is attached to this report identifying the location of the original district and each annexation.

SECTION 7. Assessment

The City Council, in forming Landscape and Lighting Maintenance District No. 1 and in annexing territories to the district, has maintained the philosophy that the subdivider or developer is responsible for the plantings, irrigation system and the maintenance of the improvements until they become well established. The assessments for maintenance thus only include anticipated costs incurred subsequent to the acceptance of the system by the City Council on behalf of the Maintenance District.

An exception to this philosophy is at Annexation No. 1, Airport Industrial Park, where the owners and the City will share costs for the plantings and irrigation system and the maintenance of improvements.
RESOLUTION NO._______-2011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ORDERING THE PLACEMENT OF SPECIAL ASSESSMENT LIENS ON THE TULARE COUNTY TAX ROLLS FOR FISCAL YEAR 2012-2013

WHEREAS, the City of Porterville City Charter Section 12.3.4, Nuisance and Authority to Abate, sets for the procedure for all weed, nuisance and hazard abatements in the City of Porterville in the City of Porterville, with Porterville City Code Section 12.3.12, Collection on Tax Roll, there after setting forth the procedure for placement of delinquent assessments on the Tulare County Tax Rolls;

WHEREAS, the Porterville City Council, having duly received and considered evidence and documentation concerning the delinquent accounts proposed to be placed on the fiscal Year 2012-2013 County Tax Rolls concerning the necessity for the placement of the contemplated tax liens:

NOW, THEREFORE, be it resolved by the City Council of the City of Porterville that the public interest and convenience require the submittal of the following liens, attached hereto as Exhibit “A”, the Tulare County Auditor for placement on the property tax rolls for collection.

PASSED, ADOPTED AND APPROVED this 19th day of June 2012.

__________________________________________
Ronald L. Irish, Mayor

ATTEST:

John D. Lollis

By: Patrice Hildreth, Chief Deputy City Clerk
District No. 1 - Westwood Estates Subdivision
2012-2013 Fiscal Year
Approved CPI 2000
(Adjusted 2008)
Maximum Assessment $15,625.27

**ESTIMATED ACCUMULATED COSTS 2011-2012**
Maintenance: 13,650 sq. ft. of landscaping area $8,080.98
Project Management, 126 lots

**ESTIMATED COSTS 2012-2013**
Projected July 1, 2012 fund balance $7067.10
Maintenance: 1,024,967 sq. ft. of landscaping area $11,896.06
Project Management, 7 lots at $1000 + $4.00 per lot $1,504.00
Eliminate Deficit Fund Balance over 10 years $0.00
Reserves $2,010.00

Estimated Cost Per Year $15,410.06
Previous Year Assessment $15,115.50
New Assessment $15,115.50

**ASSESSMENT**
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.
4. The benefit to all lots in the annexed area benefit by the uniform maintenance and appearance. All lots benefit equally.
5. The landscaping on Westwood Avenue is oriented away from the units adjacent to the landscaped area.

**FORMULA FOR ASSESSMENT:**
Assessment (A) = \[ \frac{\text{Cost (C)}}{\text{Number of Lots (L)}} \]
A = \[ \frac{15,115.50}{126} = 119.96 \text{ per lot} \]

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 126.

Estimated Annual Assessment
A = $123.18 per lot
Parcel 1 on P.M. No. 3641 = $261.47
Parcel 1 on P.M. No. 3684 = No Fee
Parcels 1 and 4 on P.M. No. 3735 = No Fee
Parcel 2 on P.M. No. 3503 = $162.90
Parcel 1 on P.M. No. 4687 = $464.30

Remaining property owner - COP = $2,787.51

Total = $3,833.00
Annexation No. 3 - Porter Creek
2012-2013 Fiscal Year
Approved CPI 2003
(Adjusted 2003)
Maximum Assessment $27,255.81

ESTIMATED ACCUMULATED COSTS 2011-2012
Maintenance: 89,200 sq. ft. of landscaping area, includes slough clean up $10,495.00
Project Management, 177 lots

ESTIMATED COSTS 2012-2013
Projected July 1, 2012 fund balance $18,388.81
Maintenance: 89,200 sq. ft. of landscaping area, includes slough clean up $25,520.95
Project Management, 177 lots at $1000 + $4.00 per lot $1,708.00
Reserves $4,083.34

Estimated Cost Per Year $31,312.29
Previous Year Assessment $23,643.46
New Assessment $23,643.46

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. The lots not adjacent to the landscaped area benefit from the uniform appearance of the landscaping. All lots not adjacent to the landscaped area benefit equally.

FORMULA FOR ASSESSMENT:

Assessment (A) = Cost (C)
Number of Lots (L)

A = $23,643.46 = $133.58 per lot
177

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 177.

Estimated Annual Assessment
A = $133.58 per lot
Annexation No. 5 - Westwood Estates Unit 4, Unit 5 Subdivision
2012-2013 Fiscal Year
Approved CPI 2007
(Adjusted 2008)
Maximum Assessment $6,697.65

ESTIMATED ACCUMULATED COSTS 2011-2012
Maintenance: 14,700 sq. ft. of landscaping area and $5,132.82
Project Management, 47 lots

ESTIMATED COSTS 2012-2013
Projected July 1, 2012 fund balance ($9,997.97)

Maintenance: 14,700 sq. ft. of landscaping area $6668.34
Project Management, 47 lots at $1000 + $4.00 per lot $1,188.00
Eliminate Deficit Fund Balance over 10 years $999.79
Reserves $1,178.45

Estimated Cost Per Year $10,034.58

Previous Year Assessment $6,600.00

New Assessment $6,600.00

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. The lots not adjacent to the landscaped area benefit from the uniform appearance of the landscaping. All lots not adjacent to the landscaped area benefit equally. Trees in the front yard right-of-way are included in the District on White Chapel Avenue.
4. The cost of planting and installing improvements is to be paid by the developer and no assessment is to be made therefore.
5. It is proposed that Lots 1 through 34 be assessed for maintenance of the landscaped area. It has been determined that the relative benefit of developed lots as compared to the reminder parcel is as shown in the formula below.

FORMULA FOR ASSESSMENT:

\[
\text{Assessment (A)} = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}}
\]

\[
A = \frac{6,600.00}{47} = 140.44 \text{ per lot}
\]

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 47.

Estimated Annual Assessment
\[
A = 140.44 \text{ per lot}
\]
**Annexation No. 7 - Quail Park Phase II**

**2012-2013 Fiscal Year**

Maximum Assessment $410.40

**ESTIMATED ACCUMULATED COSTS 2011-2012**

- Maintenance: lighting: 2 ea. @ 5,800 lumens, $107.84
- Project Management, 12 lots

**ESTIMATED COSTS 2012-2013**

- Projected July 1, 2012 fund balance $675.15
- Maintenance: lighting: 2 ea. @ 5,800 lumens $61.45
- Project Management, 12 lots at $400 + $3.00 per lot $436.00
- Reserves $74.62
- Estimated Cost Per Year $572.06

Previous Year Assessment $410.40

New Assessment $410.40

**ASSESSMENT**

1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

---

**FORMULA FOR ASSESSMENT:**

\[
\text{Assessment (A)} = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}}
\]

\[
A = \frac{\$410.40}{12} = \$34.20 \text{ per lot}
\]

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 12.

- Estimated Annual Assessment
- \( A = \$34.20 \text{ per lot} \)
ESTIMATED ACCUMULATED COSTS 2011-2012
Maintenance: lighting: 1 ea. @ 16,000 lumens. $87.65
Project Management, 2 lots

ESTIMATED COSTS 2012-2013
Projected July 1, 2012 fund balance $2,322.91
Maintenance: lighting: 1 ea. @ 16,000 lumens. $48.28
Project Management, 2 lots at $400 + $3.00 per lot $406.00
Reserves $68.14
Estimated Cost Per Year $522.42

Previous Year Assessment $396.47
New Assessment $396.47

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:

It has been determined that the relative benefit of Parcel 2 as compared to Parcel 1 (developed parcel) is as shown below. This determination of the relative benefit was made based upon an estimate of lighting cost of $47.47, an administrative cost of $300, and a reserve of $49.00.

\[
P_1 = \text{Portion to be assessed to Parcel 1 (developed parcel)} \\
P_2 = \text{Portion to be assessed to Parcel 2} \\
TA = \text{Total Assessment ($)} \\
AE = \text{Administration and Engineering Cost} \\
A_1 = \text{Area of Parcel 1 (acres)} \\
L = \text{Lighting Cost} \\
T = \text{Total area (acres)} \\
P_2 = \frac{AE \times A_1}{T} = \frac{349 \times 4.81}{6.61} = 253.96 \\
P_1 = \text{AE} - P_2 + L = 349 - 253.96 + 47.47 = 142.52
\]

Based on benefit in the district, the estimated assessment will be spread based on the preceding formula.

Estimated Assessment
\[
P_2 = 253.96 \\
P_1 = 142.52
\]
Annexation No. 11 - New Horizons Phase 1 Subdivision
2012-2013 Fiscal Year
Maximum Assessment $1,045.80

ESTIMATED ACCUMULATED COSTS 2011-2012
Maintenance: lighting: 6 ea. @ 5,800 lumens, 11 ea. @ 9,500 lumens, 2 ea. @ 16,000 lumens. $650.60
Project Management, 63 lots

ESTIMATED COSTS 2012-2013
Projected July 1, 2012 fund balance $5,671.41
Maintenance: lighting: 6 ea. @ 5,800 lumens, 11 ea. @ 9,500 lumens, 2 ea. @ 16,000 lumens. $686.87
Project Management, 63 lots at $400 + $3.00 per lot $589.00
Reserves $191.38

Estimated Cost Per Year $1,467.25
Previous Year Assessment $1,045.80
New Assessment $1,045.80

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:

\[
\text{Assessment (A)} = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}}
\]

\[
A = \frac{\$1,045.80}{63} \approx \$16.60 \text{ per lot}
\]

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 63.

Estimated Annual Assessment
\[A = \$16.60 \text{ per lot}\]
Annexation No. 14 - Wisconsin Manor 1 Subdivision  
2012-2013 Fiscal Year  
Maximum Assessment $1,824.69

**ESTIMATED ACCUMULATED COSTS 2011-2012**

- Maintenance: 3,030 sq. ft. of landscaping area and lighting: 3 ea. @ 5,800 lumens, Project Management, 8 lots  
  $1,014.09

**ESTIMATED COSTS 2012-2013**

- Projected July 1, 2012 fund balance  
  $1,561.46

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<th>Description</th>
<th>Cost</th>
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<td>Maintenance: 3,030 sq. ft. of landscaping area and lighting: 3 ea. @ 5,800 lumens</td>
<td>$431.48</td>
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<td>Project Management, 8 lots at $1000 + $4.00 per lot</td>
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<td>Eliminate Deficit Fund Balance over 10 years</td>
<td>$156.14</td>
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<tr>
<td>Reserves</td>
<td>$219.52</td>
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- Estimated Cost Per Year  
  $1,839.14

- Previous Year Assessment  
  $1,824.69

- New Assessment  
  $1,824.69

**ASSESSMENT**

1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

---

**FORMULA FOR ASSESSMENT:**

\[
A = \frac{\text{Assessment (A)}}{\text{Cost (C)}} = \frac{\text{Number of Lots (L)}}
\]

\[
A = \frac{\$1,824.69}{8} = \$228.08 \text{ per lot}
\]

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 8.

- Estimated Annual Assessment  
  \[
  A = \$228.08 \text{ per lot}
  \]
Annexation No. 16 - New Horizons Phase 2 Subdivision
2012-2013 Fiscal Year
Maximum Assessment $1,803.34

ESTIMATED ACCUMULATED COSTS 2011-2012
Maintenance: lighting: 8 ea. @ 5,800 lumens, 8 ea. @ 9,500 lumens, $537.23
Project Management, 81 lots

ESTIMATED COSTS 2012-2013
Projected July 1, 2012 fund balance $6,485.77

Maintenance: lighting: 8 ea. @ 5,800 lumens, 8 ea. @ 9,500 lumens, $541.04
Project Management, 81 lots at $400 + $3.00 per lot $643.00
Reserves $177.60

Estimated Cost Per Year $1,361.65
Previous Year Assessment $1,233.75
New Assessment $1,233.75

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C) / Number of Lots (L)

A = $1,233.75 / 81 = $15.24 per lot

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 81.

Estimated Annual Assessment
A = $15.24 per lot
Annexation No. 19 - Castle Woods Phase 1 Subdivision  
2012-2013 Fiscal Year  
Maximum Assessment $919.20

*ESTIMATED ACCUMULATED COSTS 2011-2012*  
Maintenance: lighting: 9 ea. @ 5,800 lumens, 1 ea. @ 16,000 lumens.  
Project Management, 30 lots  
$444.54

*ESTIMATED COSTS 2012-2013*  
Projected July 1, 2012 fund balance  
$3,144.50

Maintenance: lighting: 9 ea. @ 5,800 lumens, 1 ea. @ 16,000 lumens.  
Project Management, 30 lots at $400 + $3.00 per lot  
$324.79  
$490.00

Reserves  
$122.22

Estimated Cost Per Year  
$937.01

Previous Year Assessment  
$849.83

New Assessment  
$849.83

**ASSESSMENT**

1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

---

**FORMULA FOR ASSESSMENT:**

\[
A = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}}
\]

\[
A = \frac{$849.83}{30} = \$28.34 \text{ per lot}
\]

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 30.

Estimated Annual Assessment  
\[
A = \$28.34 \text{ per lot}
\]
District No. 3 - New Expressions Phase 1 Subdivision
2012-2013 Fiscal Year
Approved CPI 1998
(Adjusted 1998)
Maximum Assessment $1,329.18

**ESTIMATED ACCUMULATED COSTS 2011-2012**
Maintenance: lighting: 10 ea. @ 5,800 lumens, $588.90
Project Management, 56 lots

**ESTIMATED COSTS 2012-2013**
Projected July 1, 2012 fund balance $3,994.72
Maintenance: lighting: 10 ea. @ 5,800 lumens, $313.99
Project Management, 56 lots at $400 + $3.00 per lot $568.00
Reserves $132.29

Estimated Cost Per Year $1,014.28
Previous Year Assessment $913.61
New Assessment $913.61

**ASSESSMENT**
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

**FORMULA FOR ASSESSMENT:**
\[
\text{Assessment (A)} = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}}
\]
\[
A = \frac{913.61}{56} = 16.32 \text{ per lot}
\]

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 56.

Estimated Annual Assessment
A = $16.32 per lot
**District No. 5 - Castle Woods Phase 2 Subdivision**

**2012-2013 Fiscal Year**

**Approved CPI 2002**

(Adjusted 2008)

Maximum Assessment $1,021.48

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**ESTIMATED ACCUMULATED COSTS 2011-2012**

Maintenance: 1,715 sq. ft. of landscaping area and lighting: 8 ea. @ 5,800 lumens, Project Management, 25 lots  

$1,192.57

---

**ESTIMATED COSTS 2012-2013**

Projected July 1, 2012 fund balance  
($1,527.45)

Maintenance: 1,715 sq. ft. of landscaping area and lighting: 8 ea. @ 5,800 lumens  

$1,337.04

Project Management, 25 lots at $1000 + $4.00 per lot  

$1,100.00

Eliminate Deficit Fund Balance over 10 years  

$152.74

Reserves  

$365.55

Estimated Cost Per Year  

$2,955.33

Previous Year Assessment  

$1,004.41

New Assessment  

$1,004.41

---

**ASSESSMENT**

1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

---

**FORMULA FOR ASSESSMENT:**

\[
A = \frac{\text{Assessment (A)}}{\text{Cost (C)}} = \frac{\text{Number of Lots (L)}}{}
\]

\[A = \frac{\$1,004.41}{25} = \$40.18 \text{ per lot}
\]

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 25.

Estimated Annual Assessment  

\[A = \$40.18 \text{ per lot}
\]
District No. 7 - Ford Estates Phase 1 Subdivision
2012-2013 Fiscal Year
Approved CPI 1999
(Adjusted 1999)
Maximum Assessment $2,857.88

**ESTIMATED ACCUMULATED COSTS 2011-2012**
Maintenance: 1,365 sq. ft. of landscaping area and lighting: 4 ea. @ 5,800 lumens, 1 ea. @ 16,000 lumens, Project Management, 20 lots
$665.25

**ESTIMATED COSTS 2012-2013**
Projected July 1, 2012 fund balance
$8,183.31

Maintenance: 1,365 sq. ft. of landscaping area and lighting: 4 ea. @ 5,800 lumens, 1 ea. @ 16,000 lumens.
$689.94
Project Management, 20 lots at $1000 + $4.00 per lot
$1,010.00

Reserves
$254.99

Estimated Cost Per Year
$1,954.93

Previous Year Assessment
$2,163.40

New Assessment
$1,937.85

**ASSESSMENT**
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

**FORMULA FOR ASSESSMENT:**

\[
A = \frac{C}{N} = \frac{1,937.85}{20} = 96.89 \text{ per lot}
\]

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 20.

Estimated Annual Assessment
A = $96.89 per lot
District No. 9 - Orchard Ridge Phase 3 Subdivision
2012-2013 Fiscal Year
Approved CPI 1999
(Adjusted 1999)
Maximum Assessment $1,301.23

ESTIMATED ACCUMULATED COSTS 2011-2012
Maintenance: lighting: 10 ea. @ 5,800 lumens, $337.34
Project Management, 56 lots

ESTIMATED COSTS 2012-2013
Projected July 1, 2012 fund balance $5,306.87
Maintenance: lighting: 10 ea. @ 5,800 lumens $313.99
Project Management, 56 lots at $400 + $3.00 per lot $568.00
Reserves $132.29
Estimated Cost Per Year $1,014.28
Previous Year Assessment $913.61
New Assessment $913.61

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C) / Number of Lots (L)

\[ A = \frac{913.61}{56} = 16.32 \text{ per lot} \]

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 56.

Estimated Annual Assessment
A = $16.32 per lot
District No. 11 - Orchard Ridge Phase 5 Subdivision
2012-2013 Fiscal Year
Approved CPI 1999
(Adjusted 1999)
Maximum Assessment $1,591.70

ESTIMATED ACCUMULATED COSTS 2011-2012
Maintenance: lighting: 14 ea. @ 5,800 lumens, $452.06
Project Management, 76 lots

ESTIMATED COSTS 2012-2013
Projected July 1, 2012 fund balance $6,347.79
Maintenance: lighting: 14 ea. @ 5,800 lumens $439.59
Project Management, 76 lots at $400 + $3.00 per lot $628.00
Reserves $160.13

Estimated Cost Per Year $1,227.72
Previous Year Assessment $1,103.49
New Assessment $1,103.49

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:

Assessment (A) = Cost (C)
Number of Lots (L)

A = $1,103.49 = $14.52 per lot
76

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 76.

Estimated Annual Assessment
A = $14.52 per lot
District No. 13 - River Ranch Phase 3 Subdivision
2012-2013 Fiscal Year
Approved CPI 2003
(Adjusted 2003)
Maximum Assessment $2,478.95

*ESTIMATED ACCUMULATED COSTS 2011-2012*
Maintenance: 1,000 sq. ft. of landscaping area and lighting: 7 ea. @ 5,800 lumens, 1 ea. @ 16,000 lumens. Project Management, 35 lots

$288.38

*ESTIMATED COSTS 2012-2013*
Projected July 1, 2012 fund balance

$17,403.29

Maintenance: 1,000 sq. ft. of landscaping area and lighting: 7 ea. @ 5,800 lumens, 1 ea. @ 16,000 lumens. Project Management, 35 lots at $1000 + $4.00 per lot
Reserves

$2,092.41
$1,140.00
$484.86

Estimated Cost Per Year

$3,717.27

Previous Year Assessment

$2,150.40

New Assessment

$2,150.40

*ASSESSMENT*
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

*FORMULA FOR ASSESSMENT:*

Assessment (A) = \( \frac{\text{Cost (C)}}{\text{Number of Lots (L)}} \)

\[
A = \frac{2,150.40}{35} = 61.44 \text{ per lot}
\]

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 35.

Estimated Annual Assessment

A = 61.44 per lot
**District No. 16 - New Expressions Phase 2 Subdivision**  
**2012-2013 Fiscal Year**  
**Approved CPI 2001**  
(Adjusted 2001)  
Maximum Assessment $6,712.19

**ESTIMATED ACCUMULATED COSTS 2011-2012**  
Maintenance: 5,800 sq. ft. of landscaping area, playground area 30%, and lighting: 13 ea. @ 5,800 lumens, Project Management, 54 lots  

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance: 5,800 sq. ft. of landscaping area, playground area 30%, and</td>
<td>$2,557.97</td>
</tr>
<tr>
<td>lighting: 13 ea. @ 5,800 lumens, Project Management, 54 lots</td>
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</tr>
</tbody>
</table>

**ESTIMATED COSTS 2012-2013**  
Projected July 1, 2012 fund balance $31,089.39  

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
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<tbody>
<tr>
<td>Maintenance: 5,800 sq. ft. of landscaping area, playground area 30%, and</td>
<td>$5,469.40</td>
</tr>
<tr>
<td>lighting: 13 ea. @ 5,800 lumens</td>
<td></td>
</tr>
<tr>
<td>Project Management, 54 lots at $1000 + $4.00 per lot</td>
<td>$1,216.00</td>
</tr>
<tr>
<td>Reserves</td>
<td>$1,002.81</td>
</tr>
</tbody>
</table>

Estimated Cost Per Year $7,688.21  
Previous Year Assessment $5,580.07  
New Assessment $5,580.07

**ASSESSMENT**  
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.  
2. Properly maintained landscaping and lighting benefits all properties in the development.  
3. All lots benefit equally from the landscaping and lighting.

**FORMULA FOR ASSESSMENT:**  
\[ \text{Assessment (A)} = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}} \]  

\[ A = \frac{$5,580.07}{54} = $103.34 \text{ per lot} \]

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 54.  

Estimated Annual Assessment  
A = $103.34 per lot
District No. 17 - Orchard Ridge Phase 6 Subdivision
2012-2013 Fiscal Year
Approved CPI 2007
(Adjusted 2007)
Maximum Assessment $633.36

*ESTIMATED ACCUMULATED COSTS 2011-2012*
Maintenance: lighting: 7 ea. @ 5,800 lumens, $251.30
Project Management, 32 lots

*ESTIMATED COSTS 2012-2013*
Projected July 1, 2012 fund balance $825.12
Maintenance: lighting: 7 ea. @ 5,800 lumens, $219.79
Project Management, 32 lots at $400 + $3.00 per lot $496.00
Reserves $107.36

Estimated Cost Per Year $823.15
Previous Year Assessment $617.82
New Assessment $617.82

*ASSESSMENT*
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

*FORMULA FOR ASSESSMENT:*

\[
Assessment (A) = \frac{Cost (C)}{Number of Lots (L)}
\]

\[
A = \frac{617.82}{32} = 19.30 \text{ per lot}
\]

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 32.

Estimated Annual Assessment
\[
A = 19.30 \text{ per lot}
\]
District No. 19 - Williams Ranch Phase 1 Subdivision
2012-2013 Fiscal Year
Approved CPI 2002
(Adjusted 2008)
Maximum Assessment $7,027.83

**ESTIMATED ACCUMULATED COSTS 2011-2012**
Maintenance: 13,910 sq. ft. of landscaping area and lighting: 11 ea. @ 5,800 lumens, 2 ea. @ 9,500 lumens, Project Management, 41 lots

$3,031.13

**ESTIMATED COSTS 2012-2013**
Projected July 1, 2012 fund balance
$8,802.46

Maintenance: 13,910 sq. ft. of landscaping area and lighting: 11 ea. @ 5,800 lumens, 2 ea. @ 9,500 lumens
Project Management, 41 lots at $1000 + $4.00 per lot
Reserves

$6,423.75
$1,164.00
$1,138.16

Estimated Cost Per Year
$8,725.91

Previous Year Assessment
$6,910.35

New Assessment
$6,910.35

**ASSESSMENT**
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

**FORMULA FOR ASSESSMENT:**

\[ \text{Assessment (A)} = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}} \]

\[ A = \frac{$6,910.35}{41} = $168.54 \text{ per lot} \]

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 41.

Estimated Annual Assessment
\[ A = $168.54 \text{ per lot} \]
**District No. 21 - Orchard Ridge Phase 7 Subdivision**
**2012-2013 Fiscal Year**
**Approved CPI 2007**
(Adjusted 2008)
Maximum Assessment $1,728.51

**ESTIMATED ACCUMULATED COSTS 2011-2012**
Maintenance: 2,142 sq. ft. of landscaping area (30/74 of 5950 sq. ft.) and lighting: 6 ea. @ 5,800 lumens, Project Management, 30 lots $769.30

**ESTIMATED COSTS 2012-2013**
Projected July 1, 2012 fund balance $1,027.54
Maintenance: 2,142 sq. ft. of landscaping area (30/74 of 5950 sq. ft.) and lighting: 6 ea. @ 5,800 lumens $1,744.50
Project Management, 30 lots at $1000 + $4.00 per lot $1,120.00
Reserves $429.67

Estimated Cost Per Year $3,294.17
Previous Year Assessment $1,699.62
New Assessment $1,699.62

**ASSESSMENT**
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

**FORMULA FOR ASSESSMENT:**

\[ A = \frac{\text{Assessment (A)}}{\text{Number of Lots (L)}} \]

\[ A = \frac{1,699.62}{30} = 56.66 \text{ per lot} \]

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 30.

Estimated Annual Assessment
\[ A = 56.66 \text{ per lot} \]
District No. 23 - River View Phase 3 Subdivision
2012-2013 Fiscal Year
Approved CPI 2002
(Adjusted 2002)
Maximum Assessment $840.44

ESTIMATED ACCUMULATED COSTS 2011-2012
Maintenance: lighting: 11 ea. @ 5,800 lumens, $366.02
Project Management, 36 lots

ESTIMATED COSTS 2012-2013
Projected July 1, 2012 fund balance $2,670.97
Maintenance: lighting: 11 ea. @ 5,800 lumens $345.39
Project Management, 36 lots at $400 + $3.00 per lot $508.00
Reserves $128.00

Estimated Cost Per Year $981.39
Previous Year Assessment $713.36
New Assessment $713.36

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C)
Number of Lots (L)

\[ A = \frac{713.36}{36} = 19.82 \text{ per lot} \]

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 36.

Estimated Annual Assessment
A = $19.82 per lot
District No. 25 - Casas del Rio Subdivision
2012-2013 Fiscal Year
Approved CPI 2003
(Adjusted 2003)
Maximum Assessment $33,112.96

ESTIMATED ACCUMULATED COSTS 2011-2012
Maintenance: 55,950 sq. ft. of landscaping area $15,085.48
Project Management, 118 lots

ESTIMATED COSTS 2012-2013
Projected July 1, 2012 fund balance $120,209.43
Maintenance: 55,950 sq. ft. of landscaping area $25,965.13
Project Management, 118 lots at $1000 + $4.00 per lot $1,472.00
Reserves $0.00

Estimated Cost Per Year $27,437.13
Previous Year Assessment $28,724.33
New Assessment $27,437.13

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:

Assessment (A) = Cost (C)
Number of Lots (L)

\[
A = \frac{27,437.13}{118} = \$232.50 \text{ per lot}
\]

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 118.

Estimated Annual Assessment
A = $232.51 per lot
**District No. 27 - New Expressions Phase 3 Subdivision**

**2012-2013 Fiscal Year**

**Approved CPI 2004**

(Adjusted 2004)

Maximum Assessment $2,133.62

**ESTIMATED ACCUMULATED COSTS 2011-2012**

Maintenance: 748 sq. ft. of landscaping area berm, wall, and 30% of playground, and lighting: 11 ea. @ 5,800 lumens, Project Management, 50 lots

$506.56

**ESTIMATED COSTS 2012-2013**

Projected July 1, 2012 fund balance

$6990.55

Maintenance: 748 sq. ft. of landscaping area berm, wall, and 30% of playground, and lighting: 11 ea. @ 5,800 lumens,

$1,719.95

Project Management, 50 lots at $1000 + $4.00 per lot

$1,200.00

Reserves

$437.99

Estimated Cost Per Year

$3,357.94

Previous Year Assessment

$1,860.09

New Assessment

$1,860.09

**ASSESSMENT**

1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

**FORMULA FOR ASSESSMENT:**

\[
A = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}}
\]

\[
A = \frac{\$1,860.09}{50} = \$37.20 \text{ per lot}
\]

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 50.

Estimated Annual Assessment

A = $37.20 per lot
District No. 29 - River Springs Phase 3 Subdivision
2012-2013 Fiscal Year
Approved CPI 2007
(Adjusted 2007)
Maximum Assessment $751.74

ESTIMATED ACCUMULATED COSTS 2011-2012
Maintenance: lighting: 9 ea. @ 5,800 lumens, $308.68
Project Management, 36 lots

ESTIMATED COSTS 2012-2013
Projected July 1, 2012 fund balance $1,541.16
Maintenance: lighting: 9 ea. @ 5,800 lumens $282.59
Project Management, 36 lots at $400 + $3.00 per lot $508.00
Reserves $118.58

Estimated Cost Per Year $909.18
Previous Year Assessment $712.64
New Assessment $712.64

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C)
Number of Lots (L)

A = $712.64 = $19.80 per lot
    36

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is
36.

Estimated Annual Assessment
A = $19.80 per lot
District No. 31 - Williams Ranch Phase 2 & 3 Subdivision
2012-2013 Fiscal Year
Approved CPI 2006
(Adjusted 2006)
Maximum Assessment $2,303.51

ESTIMATED ACCUMULATED COSTS 2011-2012
Maintenance: 6,512 sq. ft. of landscaping area, 437 feet of wall, and lighting: $2,962.37
24 ea. @ 5,800 lumens, 2 ea. @ 16,000 lumens.
Project Management, 85 lots

ESTIMATED COSTS 2012-2013
Projected July 1, 2012 fund balance $(1,412.82)
Maintenance: 6,512 sq. ft. of landscaping area, 437 feet of wall, and lighting: $1,711.34
24 ea. @ 5,800 lumens, 2 ea. @ 16,000 lumens.
Project Management, 85 lots at $1000 + $4.00 per lot $1,340.00
Eliminate Deficit Fund Balance over 10 years $141.28
Reserves $457.70

Estimated Cost Per Year $3,650.32
Previous Year Assessment $2,303.51
New Assessment $2,303.51

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:

\[
\text{Assessment (A)} = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}}
\]

\[
A = \frac{2,303.51}{85} = 27.10 \text{ per lot}
\]

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 85.

Estimated Annual Assessment
A = $27.10 per lot
District No. 33 - New Expressions Phase 4 Subdivision
2012-2013 Fiscal Year
Approved CPI 2006
(Adjusted 2006)
Maximum Assessment $1,504.87

**ESTIMATED ACCUMULATED COSTS 2011-2012**
Maintenance: 220 ft. of wall and lighting: 11 ea. @ 5,800 lumens, 2 ea. @
9,500 lumens, Project Management, 58 lots $430.31

**ESTIMATED COSTS 2012-2013**
Projected July 1, 2012 fund balance $4,135.13

Maintenance: 220 ft. of wall and lighting: 11 ea. @ 5,800 lumens, 2 ea. @
9,500 lumens $570.94
Project Management, 58 lots at $400 + $3.00 per lot $574.00
Reserves $171.74

Estimated Cost Per Year $1,316.68
Previous Year Assessment $1,168.07
New Assessment $1,168.07

**ASSESSMENT**
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic
appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the
development.
3. All lots benefit equally from the landscaping and lighting.

**FORMULA FOR ASSESSMENT:**
Assessment (A) = Cost (C) / Number of Lots (L)

\[
A = \frac{\$1,168.07}{58} = \$20.14 \text{ per lot}
\]

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is
58.

Estimated Annual Assessment
\[
A = \$20.14 \text{ per lot}
\]
District No. 35 - Meadow Breeze Phase 2 Subdivision
2012-2013 Fiscal Year
Approved CPI 2006
(Adjusted 2006)
Maximum Assessment $1,001.39

ESTIMATED ACCUMULATED COSTS 2011-2012
Maintenance: lighting: 9 ea. @ 5,800 lumens, $ 612.83
Project Management, 44 lots

ESTIMATED COSTS 2012-2013
Projected July 1, 2012 fund balance $819.28
Maintenance: lighting: 9 ea. @ 5,800 lumens $295.86
Project Management, 44 lots at $400 + $3.00 per lot $532.00
Reserves $124.17

Estimated Cost Per Year $952.03
Previous Year Assessment $844.08
New Assessment $844.08

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C)
Number of Lots (L)

A = $844.08 = $19.18 per lot
44

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 44.

Estimated Annual Assessment
A = $19.18 per lot
District No. 38 - Ranch Victoria, Phase One Subdivision
2012-2013 Fiscal Year
Approved CPI 2007
(Adjusted 2008)
Maximum Assessment $529.89

ESTIMATED ACCUMULATED COSTS 2011-2012
Maintenance: lighting: 2 ea. @ 5,800 lumens, $107.84
Project Management, 6 lots

ESTIMATED COSTS 2012-2013
Projected July 1, 2012 fund balance $1,378.43

Maintenance: lighting: 2 ea. @ 5,800 lumens $62.80
Project Management, 6 lots at $400 + $3.00 per lot $418.00
Reserves $72.12

Estimated Cost Per Year $552.92
Previous Year Assessment $516.86
New Assessment $516.86

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C) / Number of Lots (L)

A = $516.86 / 6 = $86.14 per lot

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 6.

Estimated Annual Assessment
A = $86.14 per lot
ESTIMATED ACCUMULATED COSTS 2011-2012
Maintenance: 5,445 sq. ft. of landscaping area, 736 ft. of wall, and lighting: 16 ea. @ 5,800 lumens, 1 ea. @ 16,000 lumens.
Project Management, 26 lots

$2,305.79

ESTIMATED COSTS 2012-2013
Projected July 1, 2012 fund balance

$1418.21

Maintenance: 5,445 sq. ft. of landscaping area, 736 ft. of wall, and lighting: 16 ea. @ 5,800 lumens, 1 ea. @ 16,000 lumens.
Project Management, 26 lots at $1000 + $4.00 per lot
Reserves

$1,058.03
$1,081.30
$320.89

Estimated Cost Per Year

$2,460.22

Previous Year Assessment

$6,714.72

New Assessment

$2,486.33

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C)
Number of Lots (L)

A = $2,486.33 = $95.62 per lot
26

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 26.

Estimated Annual Assessment

A = $95.62 per lot
# District No. 42 - Sierra Estates Subdivision

## 2012-2013 Fiscal Year

### Approved CPI 2008

(Adjusted 2008)

Maximum Assessment $24,331.14

---

### ESTIMATED ACCUMULATED COSTS 2011-2012

- Maintenance: 43,873 sq. ft. of landscaping area, 330 ft. of wall, and lighting:
  - 14 ea. @ 5,800 lumens
  - Project Management, 48 lots

  $5,307.55

---

### ESTIMATED COSTS 2012-2013

- Projected July 1, 2012 fund balance

  $58,659.64

- Maintenance: 43,873 sq. ft. of landscaping area, 330 ft. of wall, and lighting:
  - 14 ea. @ 5,800 lumens
  - Project Management, 48 lots at $1000 + $4.00 per lot
  - Reserves

  $21,337.56
  $1,192.00
  $3,379.43

  $25,908.99

- Previous Year Assessment

  $23,734.54

- New Assessment

  $23,734.54

---

### ASSESSMENT

1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

---

### FORMULA FOR ASSESSMENT:

\[
A = \frac{C}{L}
\]

\[
A = \frac{23,734.54}{48} = 494.46 \text{ per lot}
\]

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 48.

Estimated Annual Assessment

\[
A = 494.46 \text{ per lot}
\]
District No. 44 - Summit Estates Phase 1 Subdivision
2012-2013 Fiscal Year
Approved CPI 2008
(Adjusted 2008)
Maximum Assessment $5,629.48

ESTIMATED ACCUMULATED COSTS 2011-2012
Maintenance: 4,300 sq. ft. of landscaping area, 242 ft. of wall, and lighting: 20
ea. @ 5,800 lumens, 3 ea. @ 9,500 lumens, Project Management, 70 lots

$1,885.37

ESTIMATED COSTS 2012-2013
Projected July 1, 2012 fund balance

$13,639.78

Maintenance: 4,300 sq. ft. of landscaping area, 242 ft. of wall, and lighting: 20
ea. @ 5,800 lumens, 3 ea. @ 9,500 lumens
Project Management, 70 lots at $1000 + $4.00 per lot
Reserves

$3,655.92
$1,280.00
$740.38

Estimated Cost Per Year

$5,676.30

Previous Year Assessment

$5,491.45

New Assessment

$5,491.45

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic
   appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the
development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:

Assessment (A) = Cost (C)
Number of Lots (L)

A = $5,491.45 \div 70 = $78.44 per lot

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 70.

Estimated Annual Assessment
A = $78.44 per lot
District No. 46 – Moorea Manor Subdivision
2012-2013 Fiscal Year
Approved CPI 2009
(Adjusted 2009)
Maximum Assessment $

ESTIMATED ACCUMULATED COSTS 2011-2012
Maintenance: 1,460 sq. ft. of landscaping area, 286 ft. of wall, and lighting: 4 ea. @ 5,800 lumens
Project Management, 88 lots

<table>
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<tr>
<th>Item</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Maintenance</td>
<td>$264.81</td>
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<tr>
<td>Project Management</td>
<td>$2,647.14</td>
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<tr>
<td>Reserves</td>
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<tr>
<td><strong>Total Estimated Cost</strong></td>
<td>$556.67</td>
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</tbody>
</table>

Estimated Cost Per Year $4,267.81
Previous Year Assessment $4,202.28
New Assessment $4,202.28

ASSESSMENT
1. The purpose of the landscaping and lighting is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. All lots benefit equally from the landscaping and lighting.

FORMULA FOR ASSESSMENT:
Assessment (A) = Cost (C)
Number of Lots (L)

\[
A = \frac{4,202.28}{16} = 262.64 \text{ per lot}
\]

The total 2012-2013 assessment will be spread based upon the number of lots. Total lot count is 16.

Estimated Annual Assessment
A = $262.64 per lot

This concludes the 2012-2013 Landscape and Lighting District Engineer’s Report.
Baldomero Rodriguez, RCE 45304
COUNCIL AGENDA – JUNE 19, 2012

SUBJECT: AMENDMENT TO EMPLOYEE PAY AND BENEFIT PLAN – PORTERVILLE CITY FIREFIGHTERS ASSOCIATION

SOURCE: ADMINISTRATIVE SERVICES/HUMAN RESOURCES

COMMENT: Within the scope of the Meyers-Milius-Brown Act, City representatives have concluded labor negotiations with the Porterville City Firefighters Association (PCFA). City representatives and PCFA have reached an agreement, and a written Memorandum of Understanding (MOU) has been executed restating current benefits as well as amendments pertaining to wages, benefits and working conditions.

City Council acceptance and approval of an executed MOU is most commonly demonstrated by Council authorization to change or amend, when applicable, those documents as are necessarily known to implement the points of agreement contained in the MOU.

RECOMMENDATION: That the City Council approve the attached draft resolution amending the Employee Pay and Benefit Plan.

Attachment: Draft Resolution

Dr. MB CM
Approp./ Funded
RESOLUTION NO. __________-2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN

WHEREAS, the City Council has determined and reiterated that an Employee Pay and
Benefit Plan, Classification Plan, Personnel System Rules and Regulations, Health Plan and
Retirement Plan are essential for the proper administration of the City's affairs, including
employee recruitment and retention, and for proper supervision of City Employees; and

WHEREAS, the City Council recognizes the necessity of amending and/or changing the
contents of such plans and regulations from time to time, and of keeping provisions thereof
current, and to maintain the relevancy of the same; and

WHEREAS, there has been concurrence on a Memorandum of Understanding with the
Porterville City Firefighters Association for the period from July 1, 2011, until June 30, 2014,
covering provisions to amend the Employee Pay and Benefit Plan, as they relate to employees
holding position represented by such recognized employee organization.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Porterville
that the Employee Pay and Benefit Plan, for employees holding positions represented by the
aforementioned recognized employee organization, is hereby amended as follows:

I. TERM OF MEMORANDUM OF UNDERSTANDING

Thirty-six months, i.e., from July 1, 2011, until June 30, 2014.

II. STATION AND FACILITY MAINTENANCE AND PROJECTS

Employees represented by the Porterville City Firefighters Association can be called
upon to perform general yard and station house maintenance functions as well as work on
construction projects directly relating to the fire service, provided that they shall not be
required to perform any construction activities which require specialty trade
qualifications, certifications, unless upon mutual agreement it can be demonstrated that the employee in question possesses such qualifications, certifications or known skills. When performing such construction activities, employees shall be indemnified and held harmless by the City for any liability to fellow employees, City property and/or third parties, excepting therefrom only liability arising from gross negligence and/or intentional or willful misconduct.

III. CONSOLIDATED PORTERVILLE CITY FIREFIGHTERS ASSOCIATION MOU

The City shall provide a single document including all of the various policies and rules that fall within the scope of representation, as defined in the Meyers-Millas-Brown Act.

IV. WORK-OUT TIME

The City will provide one (1) hour per twenty-four (24) hour shift for wellness and physical fitness training. Except where emergency circumstances will not allow it, every effort will be made to schedule such hour between 1100 and 1200 hours, provided that it is understood that, notwithstanding this time allotment, fire personnel shall continue to be expected and required to complete all normal and customary work assignments during the course of such twenty-four (24) hour shift. This includes work assigned monthly.

V. ATTENDANCE AT FIRE SERVICE CLASSES

Effective 07-01-12, or as soon thereafter as possible, employees represented by the Porterville City Firefighters Association will continue the current practice of requesting available vacation time when attendance at Fire Service training classes would require the employee to miss regularly scheduled work hours. It is further agreed, however, that upon proof of satisfactory completion of an approved Fire Service training class, the City will reinstate up to a maximum of 40 hours of vacation time per calendar year when such vacation time was used for the purpose of attending Fire Service training classes. The number of hours available under this provision shall not carry over from year to year or in any way create any property rights not previously in existence. This provision is not intended to change the current provisions pertaining to payment of tuition for Fire Service training classes, increase or decrease the number of vacation hours accrued in any given year, or in any way create overtime.

The number of hours reinstated shall be limited to those hours that a Porterville City Firefighters Association employee actually spends in such classes (seat time) and shall not include travel time or other non-classroom hours.

VI. ADMINISTRATIVE STAFF POSITIONS

Effective 07-01-12, or as soon thereafter as possible, whenever a Firefighter or Fire Engineer is permanently assigned to an administrative staff position working a forty (40) hour work week, the employee shall receive an additional 7 ½% salary increase.
Effective 07-01-12, or as soon thereafter as possible, whenever a Firefighter or Fire Engineer is temporarily reassigned (does not apply to a light duty and/or modified duty assignment) to a forty (40) hour work week that exceeds (60) calendar days, the employee shall receive an increase in pay equivalent to their previous Fair Labor Standards Act rate of compensation.

VII. FIRE ARSON INVESTIGATOR

Effective 07-01-12, or as soon thereafter as possible, the Employee Pay and Benefit Plan shall be amended to provide a $40 per month salary differential for sworn fire personnel temporarily assigned to the Fire Arson Investigation Unit. The salary differential will be calculated on a pro-rated basis for employees who do not complete a full month assignment to the Fire Arson Investigation Unit.

VIII. CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

FY 2012/2013
Effective 07-01-12, PCFA employees shall pay four percent (4%) of the employer contribution rate which shall be determined according to the employee’s base salary.

FY 2013/2014
Effective 07-01-13, PCFA employees shall continue to pay four percent (4%) of the employer contribution rate plus fifty (50%) of the PERS employer contribution rate increase for FY 2013/2014 up to 1 ¼%; provided that if the 50% of the rate increase for FY 2013/2014 exceeds a total of three percent (3%), or one and one-half (1 ½%) for the employee’s share, the City shall have the right to re-open negotiations on this item.

IX. SALARIES

FY 2012/2013
Effective 01-01-13, PCFA employees shall receive a two percent (2%) salary increase.

FY 2013/2014
Effective 07-01-13, PCFA employees shall receive a two percent (2%) salary increase; provided that the City shall have the right to re-open negotiations on the 2013/2014 salary increase if the net revenues from regular on-going sources (such as sales tax, property tax, utility users tax, etc.) have not increased by at least $1,250,000 from their FY 2010/2011 levels of $21,500,000.

X. STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS

Benefits and working conditions as were previously agreed upon through the Meet and Confer process, and subsequently approved and implemented by appropriate authority shall, unless herein expressly modified or eliminated, remain in effect until such time as
they are subsequently modified or eliminated through the Meet and Confer process and similarly approved by appropriate authority.

BE IT FURTHER RESOLVED that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

PASSED, APPROVED, AND ADOPTED this _____ day of June, 2012.

______________________________
Ronald L. Irish, Mayor

ATTEST:

John D. Lollis, City Clerk

By _______________________
Patrice Hildreth, Chief Deputy City Clerk
SUBJECT:  APPROVAL FOR COMMUNITY CIVIC EVENT – LEADERSHIP PORTERVILLE MUD RUN – AUGUST 4, 2012

SOURCE:  Finance Department

COMMENT:  The Leadership Porterville Class of 2012 is requesting approval to hold a Mud Run event, from 8:00 a.m. until 12:00 p.m., on Saturday, August 4, 2012, at the former Police Shooting Range. This fundraising event will be a one mile course through many different types of obstacles for participants of all ages and skill levels. No street or sidewalk closures have been requested.

This request is made under the Community Civic Events Ordinance No. 1326, as amended. The application has been routed according to the ordinance regulations and reviewed by all departments involved. The requirements are listed on the attached copy of the Application, Agreement and Exhibit ‘A.’

RECOMMENDATION:  That the Council approve the attached Community Civic Event Application and Agreement submitted by the Porterville Leadership Class of 2012, subject to the stated requirements contained in Exhibit ‘A.’

ATTACHMENT:  Community Civic Event Application, Agreement, Exhibit ‘A,’ Map, Outside Amplifier Permit and Insurance Certificate.
CITY OF PORTERVILLE
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A
COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Application date: 4-30-2012         Event date: 8-4-2012         Event time: 8:00AM-12:00

Name of Event: Leadership Porterville Mud Run

Sponsoring organization: Leadership Porterville PHONE # 559-784-7502
Address: 93 N Main St Porterville, 93257
Authorized representative: Donnette Carter PHONE # 784-7502
Address: 93 N Main St Porterville, 93257
Event chairperson: Karrie Contreras PHONE # 310-8045
                   Dick Carrillo 789-4449

Location of event (location map must be attached): Old Shooting Range

Type of event: Mud Run / Obstacle course race (through dirt and mud)

Nonprofit status determination: 10503

City services requested (an (fees associated with these services will be billed separately)

Barricades (quantity): ____________________________ Street sweeping Yes ______ No X
Police protection Yes ______ No X Refuse pickup Yes ______ No X
Other: ____________________________________

Parks facility application required: Yes ______ No X Attached __________
Assembly permit required: Yes ______ No X Attached __________

STAFF COMMENTS (list special requirements or conditions for event):

Approve Deny
_______ _____ Bus Lic Spvr
_______ _____ Pub Works Dir
_______ _____ Comm Dev Dir
_______ _____ Field Svcs Mgr
_______ _____ Fire Chief
_______ _____ Parks Dir
_______ _____ Police Chief
_______ _____ Deputy City Mgr
CITY OF PORTERVILLE
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?
A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures.

Authorization: This permit must be submitted NO LESS THAN 30 days PRIOR to the date of the event in order to obtain City Council approval.

City Code requirements:
- At least 48" must remain clear on sidewalks for pedestrian traffic.
- Do not block any entrance to or exit from buildings.
- Area must be accessible to emergency and safety personnel and vehicles.
- Electrical cords must be approved and installation checked by the Fire Department.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The City of Porterville shall be named as additional insured. When the location of the event is in Downtown Porterville, the Porterville Redevelopment Agency must also be named as additional insured. The amounts of such insurance and any additional requirements are listed in Exhibit "A." A Certificate of Liability Insurance form sample is enclosed for your convenience. This original certificate shall be submitted to the Finance Department prior to the City of Porterville Council's approval. [Signature] Authorized Representative Initials

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include full liquor liability in an amount not less than one million dollars ($1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. Claims-made policies are not acceptable. [Signature] Authorized Representative Initials

Health permit: Organization/Applicant will obtain or ensure that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org. [Signature] Authorized Representative Initials

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses. [Signature] Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit "A." The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees.

[Signature] [Signature] [Date]
(Name of Organization) (Signature) (Date)
CITY OF PORTERVILLE
VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND
AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY
TO BE HELD ON PUBLIC PROPERTY

Name of event: Leadership Porterville Mud Run
Sponsoring organization: Leadership Porterville
Location: Behind Sport Complex Event date: 8-4-12 Event time: 8:00am-2:00pm

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay $1 per day to the City, with the exceptions of non-profit organizations. This form should be completed at the time of application, but must be submitted **NO LESS THAN ONE** week prior to the event.

<table>
<thead>
<tr>
<th>Vendor name</th>
<th>Address/Telephone</th>
<th>Business License required?</th>
<th>Type of Activity</th>
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Municipal Code 15.1: ITINERANT VENDOR OR ITINERANT MERCHANT. All persons, both principal and agent, who engage in a temporary or transient business in the city, selling or offering to sell goods, wares or merchandise or any other thing of value, with the intention of conducting such business for a period of less than ninety (90) days, and who for the purpose of such business hires, leases or occupies any room, doorway, vacant lot, building or other place, for the exhibition for sale of goods, wares, merchandise or other thing of value. If any such place, occupied or used for such business, is rented or leased for a period of less than ninety (90) days, such fact shall be presumptive evidence that the business carried on therein is a transient business; and any person so engaged shall not be relieved from the provisions of this section or from payment of the license taxes herein provided for such business, by reason of any temporary association with local dealer, trader, merchant or auctioneer.
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

LEADERSHIP PORTERVILLE CLASS OF 2012
MUD RUN

AUGUST 4, 2012

Business License Supervisor: S. Hartman
If event will include vendors, Business License Division requires list prior to event.

Public Works Director: B. Rodriguez

Community Development Director: B. Dunlap

Field Services Manager: B. Styles
No comments.

Fire Chief: M.G. Garcia
No comments.

Parks and Leisure Services Director: M. Stowe
No comment.

Police Lieutenant: D. Haynes
No comments.

Administrative Services Manager: P. Hildreth
Requires insurance certificate per application and agreement. Also, volunteers and participants are to sign waiver of liability. Sample language has been provided to applicant for both adult and children waivers.
REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Leadership Porterville Class of 2012
Event: Mud Run
Event Chairman: Krystle Contreras
Location: Old Police Shooting Range
Date of Event: August 4, 2012

RISK MANAGEMENT: Conditions of Approval

That the Leadership Porterville Class of 2012, provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than $1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as ‘Additional Insured’ against all claims arising from, or in connection with, the Permittee’s operation and sponsorship of the aforementioned Community Civic Event

A. Said Certificate of Insurance shall be an original (fax and xerographic copies not acceptable), the Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than $1,000.

B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less that A:VII, and the insurance company must be an “admitted” insurer in the State of California.
CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)

This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

1 Name and home address of the applicant: Leadership Porterville
   931 N. Main st Porterville, CA 93257

2 Address where amplification equipment is to be used: Land behind sports complex (Google Maps)

3 Names and addresses of all persons who will use or operate the amplification equipment: Leadership Porterville and volunteers

4 Type of event for which amplification equipment will be used: Mud run / used for instruction

5 Dates and hours of operation of amplification equipment: 8-4-12 8:00am - 12:00pm

6 A general description of the sound amplifying equipment to be used: DJ equipment / sound system

Section 18-9
It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort.

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

Section 18-14
It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenience of patrons within the building or enclosure in which the show or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall be the cause of objectionable noise, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 415 (2)
Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars ($400), or both such imprisonment and fine:

(2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

Signature of Applicant

Date

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGED YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

City of Porterville, Chief of Police/Detective

Date
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/1/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Walter Mortensen Insurance / INSURICA
CA License #0D44424
410 North Main Street
Porterville CA 93257

CONTACT NAME: Jacqueline Madrigal
PHONE NO Enr. (559) 781-5200 FAX NO (559) 781-3229
E-MAIL ADDRESS: jmadrigal@INSURICA.com

INSURED
Leadership Porterville
93 N Main Street

Porterville CA 93257

COVERAGE

INSR. TR  TYPE OF INSURANCE ADDL SUBR. INSR. W/HA ADDED POLICY NUMBER POLICY EFF DATE POLICY EXP DATE LIMITS
A GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY

CLAIMS-MADE OCCUR

327B000931 9/4/2012 8/5/2012

EACH OCCURRENCE $1,000,000

DAMAGE TO RENTED PREMISES (Ex occurrence) $100,000

MED EXP (Any one person) $5,000

PERSONAL & ADV INJURY $1,000,000

GENERAL AGGREGATE $2,000,000

PRODUCTS - COMPRO AGG Included

AUTOMOBILE LIABILITY

ANY AUTO

ALL OWNED AUTOS

SCHEDULED AUTOS

NON-OWNED AUTOS

UMBRELLA LIABILITY

EXCESS LIABILITY

DED RETENTION

WORKERS COMPENSATION

AND EMPLOYERS' LIABILITY

ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

(Mandatory in NH)

Y/N

N/A

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Porterville is added as Additional Insured to the General Liability Policy, per attached form #CG 20 13 (05 09). Coverage(s) is/are subject to "all" policy terms, conditions, limitations and/or exclusions.

CERTIFICATE HOLDER

City of Porterville
291 N Main Street
Porterville, CA 93257

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ron Burcham / JMADRI

ACORD 25 (2010/05) © 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

City of Porterville
291 N. Main Street
Porterville, CA 93257

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures, or

2. The construction, erection or removal of elevators; or

3. The ownership, maintenance or use of any elevators covered by this insurance.
COUNCIL AGENDA: June 19, 2012

SUBJECT: REVIEW OF LOCAL EMERGENCY STATUS

SOURCE: Administration

COMMENT: In accordance with the City Council's Resolution of Local Emergency adopted on December 21, 2010, and pursuant to Article 14, Section 8690 of the California Emergency Services Act, the Council must review the status of its local emergency at every regularly scheduled meeting and make a determination whether to continue or terminate the local emergency declaration.

Since its last review on June 5, 2012, City staff has continued its coordination with both State and Federal representatives in having made claims for reimbursement for public areas reported as suffering flood damage. An estimated total of $361,750 in damage repair projects were defined and accepted by both State (CEMA) and Federal (FEMA) emergency agencies, which after final FEMA administrative review, a total of approximately $270,000 was approved. Although all repair projects were originally to be completed by no later than July 2012, the City has received a one (1)-year extension to July 2013.

As was previously reported, staff made application for almost $2 million in State Office of Emergency Services (OES) grant funds, which would provide financial assistance for mitigating repetitive flooding conditions. Considering the preliminary flood prevention measures previously presented to the Council, staff evaluated the grant application criteria, and made application for mitigation projects, specifically focusing on Downtown, Murry Park, and Zalud Park projects. Staff is pleased to report that its proposed grant-funded projects successfully passed initial screening, with staff having also attended several days of required training in preparation for administering the grant funds.

RECOMMENDATION: That the Council:
1. Receive the status report and review of the designated local emergency; and
2. Pursuant to the requirements of Article 14, Section 8690 of the California Emergency Services Act, determine that a need exists to continue said local emergency designation.

ATTACHMENT: None

Item No. 15
PUBLIC HEARING

SUBJECT: ADOPTION OF FISCAL YEAR 2012-2013 BUDGET

SOURCE: City Manager

COMMENT: Consistent with the City Charter, the City Manager has submitted for Council consideration a draft Budget for the 2012-2013 Fiscal Year. Section 51 of the City Charter provides that the City Manager shall provide not later than thirty (30) days before the end of the City's fiscal year, an estimate of expenditures and revenues of the City departments for the ensuing year.

The budget message presented with the draft document is attached, which emphasizes the significant projects and factors involved with the Budget's development, and recommends periodic review of budget targets and the revision of expenditures to meet those targets (if necessary).

Generally, the overall reduction in Fund balances proposed will result from using monies accumulated for capital expenditure being used to implement projects.

The City Charter provides that "after duly considering the estimate and making such corrections or modifications thereto as shall seem advisable to it, the Council shall by resolution adopt a general budget and such resolution shall operate as an appropriation of funds to the amounts and for the purposes set forth in the budget so adopted." All spending authority from the current 2011-2012 Fiscal Year budget expires after June 30, 2012. Therefore, a new budget must be adopted which allows payroll to be paid and routine expenditures to be incurred effective July 1, 2012. The Charter is not specific as to the duration of the adoption, thus accordingly, consistent with past Council discussion, the Council may authorize a budget adoption period less than the full fiscal year.

This year, the recent election will cause a change in City Council positions. As a result, the Council considering the Budget at this meeting will not have the same membership as the Council which implements the Budget over the 2012-2013 Fiscal Year. The City Manager recommends that the Council adopt the draft budget (as modified by the City Council) subject to the ratification of the new City Council after is has been seated. The adopted budget would be presented to the newly-seated City Council at its meeting of July 3, 2012.
RECOMMENDATION: The City Manager recommends that the City Council consider adoption of the proposed 2012-2013 Fiscal Year Budget, including any modifications and for the time period designated by Council, subject to the ratification of a newly-seated City Council at the July 3, 2012, meeting.

ATTACHMENTS: Budget Message  
Draft Resolution for General Fund Budget  
Draft Resolution for Special Revenue, Enterprise, Internal Service, and Capital Projects Fund Budgets  
Budget Worksheets (as modified)
Honorable Mayor, Vice Mayor and Members of Council:

Since the beginning of the “Great Recession” in 2008, the City has weathered extraordinary budgetary challenges over the past four years, with the approaching fiscal year(s) expected to present continued challenges. The State’s inability to resolve its own budget challenges significantly affected the City this past budget year, with both the elimination of Redevelopment, as well as the redirection of Vehicle License Fee (VLF) funds, resulting in a loss of $425,000 in revenue to the General Fund. Staff remains wary of further State actions that would affect local revenues, the most recent example being a projected additional net loss of approximately $85,000 in General Fund revenues due to the State eliminating funding for any non-Federal OHV operations this coming year.

Although it would appear that the national, state, and local economies have stabilized, only moderate improvement is anticipated for the next couple of years. Locally, the construction of the new South County Justice Center has begun, with its completion and opening scheduled for Fall 2013. The County has recently announced its award of a $60 million grant to construct a new South County detention facility, with construction anticipated to begin in 2014 and planned to begin operations in 2016. The opening of Kohl’s in the Porterville Marketplace precipitated the expected companion retail development, with PetSmart, Marshall’s, Famous Footwear, and Rue21 all opening in the shopping center this past year. The City Council recently approved the Riverwalk Phase II (Super Walmart) EIR, though opponents having filed a legal challenge in Superior Court - the best case legal scenario allowing Walmart to begin construction in 2013. Meetings at the recent ICSC conference hold great promise for the community in the Riverwalk and Jaye Street Crossings shopping centers, although further development of the centers will be mostly concurrent with Walmart’s development. In addition, there are several other development projects throughout the community that are anticipated to begin construction by 2013. Coinciding with the Enterprise Zone designation for Tulare County, the City has experienced an increase in level of interest of industrial/manufacturing prospects to potentially locate in Porterville and are currently on a couple of “short lists”, although any determinations on such new development would not be determined until later this year. Permits issued for new construction are anticipated to remain sluggish, with approximately a quarter of the permits anticipated to be issued (25) that were issued in 2008 (110).

Perhaps no better indicator of the economic downturn and recent stabilization has been the City’s General Fund. With Property, Sales & Use, and Utility Users Taxes historically combining to constitute over sixty-five percent (65%) of General Fund revenues, the City has experienced a $3.3 million decrease since 2008, with General Fund revenues dropping from approximately $24.1 million in the 2007-08 fiscal year to $20.8 million estimated in the current 2011-12 fiscal year. As tax revenues have been
relatively stagnant, and considering the expected continued loss of $425,000 in VLF revenue and new net loss of $85,000 in OHV funds, staff has conservatively estimated General Fund revenues for the coming fiscal year at approximately $21.4 million.

Conversely to General Fund revenues, expenditures have increased almost $1.7 million since 2008, increasing from approximately $19.5 million in the 2007-08 fiscal year to approximately $21.8 million in the current 2011-12 fiscal year. Expenditures for the coming 2012-13 fiscal year are currently budgeted at $23.1 million, resulting in an estimated $1.7 million budget shortfall. A budget-balancing solution employed for the past couple of difficult years has been to curtail Departmental spending to either 94% or 95% of budgeted expenditures, which this next year would “save” between $1.16 million (95%) to $1.39 million (94%), with a remaining deficit of between $370,000 (94%) and $600,000 (95%). Toward addressing this remaining projected deficit, and in consideration of upcoming employee retirements, staff will be recommending reorganizations of the Fire and Parks & Leisure Services Departments that are expected to save an additional $250,000 in the coming fiscal year. A reorganization of the Community Development Department will also be recommended, given a reduction of more than $60,000 in administrative support with the elimination of Redevelopment and further reduction in CDBG entitlement revenues. Staff will also be developing options in response to the State’s elimination of funding for OHV operations.

The Council will recall that the single largest increase in the budgeted expenditures for the current fiscal year was attributed to an approximate $400,000 increase in Public Employees Retirement System (PERS) pension costs, due to Public Safety PERS rates increasing four and one-half percent (4.5%) and Non-Public Safety PERS rates increasing three percent (3%) over the prior year. With the PERS rate increases, the City currently experiences an effective employer contribution rate of 30.382% for Public Safety employees, and 22.569% for Non-Public Safety employees, for every $1.00 of payroll paid. The employee Associations representing Police, Fire Management, and Management/Confidential employees have all come to Agreement to share in the increased PERS pension costs, with at least one of the three remaining Associations close to Agreement.

To provide future financial flexibility and potentially present possibilities for the General Fund to further fund capital projects, staff is currently reviewing an opportunity to refinance its 2005 Certificates of Participation (COP), which would reduce the General Fund’s annual debt service obligations for the COP’s by almost $400,000.

With regard to capital projects funded by the General Fund and/or dedicated grant funds, it is anticipated that the lighting of the softball fields and central playing fields at the Sports Complex ($450,000) will be completed in the coming fiscal year.

In combination with funds from the Indian Gaming Local Community Benefit grant ($30,000) and the General Fund ($80,000), staff proposes to continue the development of the Fire Training Facility training props. Also with funds from the Indian Gaming Local Community Benefit grant ($60,000), the new law enforcement shooting range training facility should be completed and operational in the coming fiscal year.
With Proposition 84 grant funds ($2.1 million), the property for the new park development on Chase Avenue has been acquired and design has begun, with construction of the park potentially to start in the coming fiscal year.

A significant project without final appropriation to begin construction is the planned new Animal Shelter on Grand Avenue, across from the City's Corporation Yard. With $500,000 currently budgeted for construction of the facility, up to $500,000 in additional funds would need to be appropriated to complete construction of Phase I of the facility, which includes up to one hundred (100) kennels and none of the planned support staff office space. However, staff is reviewing a potential grant funding opportunity that could provide for the construction of the necessary office component of the facility. For the Council's information and reference, the five (5) -year lease ($1/year) with the City of Lindsay for the use of their Animal Shelter expires on January 1, 2014.

MEASURE H
Having begun with the 2006-07 fiscal year, the initial five (5)-year expenditure plan for Measure H concluded the prior fiscal year, with the Council continuing the initial plan through the current fiscal year. All staffing components to the original expenditure plan have been implemented, as well as the addition of a Sergeant and two (2) Dispatcher positions in the Police Department. In consideration of the staffing expenditure plan, it is proposed to amend and add the non-sworn Public Education Officer (Fire Department) and Juvenile Delinquency Officer (Police Department), both positions of which are currently funded through this year's Indian Gaming Local Community Benefit grant. On Monday, June 4, 2012, the Measure H Oversight Committee met to review the proposed Measure H budget for the coming fiscal year, during which the proposed additions of the Public Education Officer and Juvenile Delinquency Officer were presented and discussed. The Committee is next scheduled to meet on July 18, 2012.

As the Council is aware, the initial expenditure plan called for the construction of a new Fire/Public Safety station, which is currently under design, with an estimated construction cost of between $4 and $5 million. With an estimated $3.5 million in Reserve and Fund revenues projected in excess of expenditures, as well as the modified staffing Agreement between the City and the Porterville City Firefighters Association (PCFA), it is anticipated that the new Public Safety station will be ready to begin construction in the coming fiscal year.

STREET PROJECTS
In regard to capital projects involving city streets and roadways, it is projected for the coming fiscal year that the City will have approximately $6 million in street construction and maintenance funds programmed for appropriation, consisting of approximately $1,500,000 in Congestion Mitigation and Air Quality (CMAQ), $1,320,000 in Gas Tax, $1,150,000 in Local Transportation Funds (LTF), $1,030,000 in "Regional" Measure R, $900,000 in "Local" Measure R, and $713,800 in Prop 1b funds. Consistent with the City's Pavement Condition Index (PCI), staff will present project recommendations to the Council for consideration of appropriation. Significant projects that are anticipated to progress next fiscal year include: 1) Jaye Street Bridge Replacement ($9.1 million); 2)
Plano Street Bridge Widening ($8.6 million); 3) Westwood Street Shoulder Stabilization ($1.3 million); 4) Jaye Street Roundabout ($1.25 million); 5) Newcomb and Beverly Streets Shoulder Stabilizations ($1 million); 6) W. North Grand Avenue Reconstruction ($350,000); and 7) Morton Avenue Shoulder Stabilization ($330,000).

WATER PROJECTS
In consideration of capital projects involving the City’s water system, it is expected that the 3 million-gallon Martin Hill reservoir ($3.0 million), 500 thousand-gallon Rocky Hill reservoir ($1.4 million), and Veteran’s Park booster pump ($500,000) water projects funded by a CIEEB loan will be soon completed. Due to cost-savings in project construction, approximately $1.6 million of the original $8.2 million loan amount will be unexpended. Staff proposes to use the remaining funds for the construction of a new well ($1.4 million) and a supplemental booster pump ($275,000).

SEWER PROJECTS
Regarding capital projects involving the City’s sewer system, it is anticipated that the first of the island annexation sewer extension projects will begin construction in the coming fiscal year. As the design of these projects begin, it is anticipated that more than $7 million in sewer extension projects will be constructed during the 2012-13 and 2013-14 fiscal years, with the objective of connecting the approximate 5,000 former County residents that were annexed into the City in 2006.

STORM DRAIN PROJECTS
Capital projects involving the City’s storm drain system under consideration, given the effects of the 2010 winter storm event, the storm drain system at Zalud Park will be improved to provide a permanent drainage connection from the Park to the Henderson Avenue and “G” Street drainage system ($260,000). Also, utilizing Off-Road Highway Vehicle (OHV) grant funds ($860,000), it is anticipated that property acquisition will be completed and design begun on the development of the storm drain reservoir on the west side of West Street, relocating the drainage from the City’s OHV Park and increasing drainage capacity to better serve the developing area nearby, with construction to begin in the 2012-13 fiscal year.

In summary, the Preliminary Budget proposed for the upcoming 2012-13 fiscal year represents the significant activities planned to improve our community, even during a continued improving yet challenged economy. Toward ensuring that the City’s planned revenues and spending remain in balance, it is recommended that the Council’s regular quarterly budget review continue, especially given the State’s continued unresolved budget situation and potential residual effects to the City’s finances.

Sincerely,

John D. Lollis
City Manager
RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ADOPTING THE GENERAL FUND BUDGET FOR FISCAL YEAR 2012-2013

WHEREAS, the City Manager, under provisions of the City Charter of the City of Porterville, has presented to the City Council for its consideration, a proposed General Fund Operating and Capital Improvement Budget for the period beginning July 1, 2012, and ending June 30, 2013; and

WHEREAS, the City Council after thorough review, has determined said budget, as modified and corrected, is in all respects suitable and adequate for the purposes of said budget and covers the necessary expenses of the General Fund of the City of Porterville for the 2012-2013 Fiscal Year based on the cash reserves balance;

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Porterville General Fund Budget for the 2012-2013 fiscal year is adopted in the following amounts:

   Operating Budget $23,019,525
   Capital Projects 3,018,300
   Debt Service 1,828,329
   Total $27,866,154

2. Staff will update Council on the condition of the budget and ongoing validity of assumptions utilized to create it during the months of November, January and April of the fiscal year, or at any time information becomes available that would alter the viability of this budget.
3. The City Manager is authorized to transfer General Fund operating budget appropriations between functions as required.

4. Increased service levels that require additional appropriations shall not be implemented without prior City Council approval.

Ronald L. Irish, Mayor

ATTEST:

John Lollis, City Manager / City Clerk
RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PORTERVILLE ADOPTING THE SPECIAL REVENUE,
ENTERPRISE, INTERNAL SERVICE, AND CAPITAL PROJECTS FUNDS
BUDGETS FOR FISCAL YEAR 2012-2013

WHEREAS, the City Manager, under provisions of the City Charter of the City of Porterville, has presented to the City Council for its consideration, a proposed Operating and Capital Improvement Budget for the Special Revenue, Enterprise, Internal Service, Debt Service, and Capital Projects Fund for the period beginning July 1, 2012, and ending June 30, 2013; and

WHEREAS, the City Council after thorough review, has determined said budgets, as modified and corrected, are in all respects suitable and adequate for the purposes of said budgets and cover the necessary expenses of the Special Revenue, Enterprise, Internal Service, Debt Service, and Capital Projects Funds of the City of Porterville for the 2012-2013 Fiscal Year:

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Porterville Special Revenue, Enterprise, Internal Service, Debt Service, and Capital Projects Funds budgets for the 2012-2013 fiscal year, are adopted in the following amounts:

   Operating Budget $31,887,507
   Capital Projects 32,787,488
   Debt Service 5,503,994
   Total $70,178,989

2. Pursuant to Ordinance No. 1684, the Porterville Police, Fire and Emergency Response 9-1-1 Measure Expenditure Plan, is hereby recertified for the 2012-2013 fiscal year and the document, attached as Exhibit “A”, reflects the financial consequences of the receipt, expenditure and allocation of Measure H Sales Tax Revenues for the 2012-2013 fiscal year.

3. Increased service levels that require additional appropriations shall not be implemented without prior City Council approval.

ATTEST:

______________________________
Ronald L. Irish, Mayor

______________________________
John Lollis, City Manager / City Clerk
**RECERTIFICATION FOR 2012-13 FISCAL YEAR**

**MEASURE H EXPENDITURE PLAN**

Proposed Expenditure Plan for the City of Porterville Public Safety Sales Tax Measure Based on 1/2 Cent Sales Tax availability:

The City Council has evaluated Porterville’s safety needs with input from the public in developing the attached Public Safety Expenditure Plan, which shall be amended from time to time, at the projected/estimated costs shown:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiscal Year 2012-13 Sales Tax Revenues</td>
<td>$2,869,298</td>
</tr>
<tr>
<td>Interest</td>
<td>50,000</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td><strong>$2,919,298</strong></td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Fiscal Year 2012-13 Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintain expanded patrol operations and gang suppression and narcotics operation with 10 sworn</td>
</tr>
<tr>
<td>and 2 non-sworn Police personnel</td>
</tr>
<tr>
<td>Add the position of Community Service Officer</td>
</tr>
<tr>
<td>Maintain 8 additional sworn Fire personnel</td>
</tr>
<tr>
<td>Add the position of Public Education Officer</td>
</tr>
<tr>
<td>Maintain public library hours and continue expansion of literacy programs as outlined in the</td>
</tr>
<tr>
<td>library business plan with 3 full-time library assistants, part-time staffing and one third of</td>
</tr>
<tr>
<td>a parks maintenance worker</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
</tr>
<tr>
<td>Design and construction of Public Safety Station</td>
</tr>
<tr>
<td>Development of Library Literacy Center</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
</tr>
</tbody>
</table>

John Lollis, City Manager / City Clerk
# CITY OF PORTERVILLE
## ANNUAL BUDGET
### 2012-2013
#### GENERAL FUND SUMMARY

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Taxes</td>
<td>2,219,860</td>
<td>2,165,000</td>
<td>2,165,000</td>
<td>2,145,000</td>
</tr>
<tr>
<td>ERAF Exchange for VLF Backfill</td>
<td>3,400,234</td>
<td>3,400,000</td>
<td>3,281,168</td>
<td>3,300,000</td>
</tr>
<tr>
<td>ERAF return for Triple Flip</td>
<td>1,122,906</td>
<td>1,172,435</td>
<td>1,178,411</td>
<td>1,248,568</td>
</tr>
<tr>
<td>Other Taxes</td>
<td>10,904,213</td>
<td>10,865,857</td>
<td>10,865,857</td>
<td>11,314,321</td>
</tr>
<tr>
<td>Loss of 1/4% Bradley-Burns Sales Tax</td>
<td>(1,122,906)</td>
<td>(1,172,435)</td>
<td>(1,178,411)</td>
<td>(1,248,568)</td>
</tr>
<tr>
<td>Permits</td>
<td>429,336</td>
<td>411,000</td>
<td>411,000</td>
<td>395,705</td>
</tr>
<tr>
<td>Other agencies</td>
<td>510,192</td>
<td>584,518</td>
<td>172,132</td>
<td>55,000</td>
</tr>
<tr>
<td>Invested assets</td>
<td>305,306</td>
<td>219,393</td>
<td>269,393</td>
<td>225,078</td>
</tr>
<tr>
<td>Fines</td>
<td>54,927</td>
<td>63,000</td>
<td>63,000</td>
<td>53,000</td>
</tr>
<tr>
<td>Charges for services</td>
<td>3,524,997</td>
<td>3,535,949</td>
<td>3,535,949</td>
<td>3,707,799</td>
</tr>
<tr>
<td>Other revenues</td>
<td>52,620</td>
<td>72,000</td>
<td>72,000</td>
<td>69,500</td>
</tr>
</tbody>
</table>

Total operating revenues          | 21,401,685      | 21,316,717                  | 20,835,499       | 21,265,403         |

Appropriations for:

<table>
<thead>
<tr>
<th>Appropriations for:</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Legislation</td>
<td>339,828</td>
<td>260,925</td>
<td>247,879</td>
<td>401,454</td>
</tr>
<tr>
<td>Administration</td>
<td>642,207</td>
<td>654,956</td>
<td>622,208</td>
<td>649,925</td>
</tr>
<tr>
<td>City Attorney</td>
<td>183,064</td>
<td>180,000</td>
<td>171,000</td>
<td>180,000</td>
</tr>
<tr>
<td>Finance</td>
<td>1,411,084</td>
<td>1,567,748</td>
<td>1,489,361</td>
<td>1,566,971</td>
</tr>
<tr>
<td>Police Services</td>
<td>7,713,701</td>
<td>8,631,742</td>
<td>8,200,155</td>
<td>8,604,113</td>
</tr>
<tr>
<td>Community/Economic Development</td>
<td>636,076</td>
<td>812,127</td>
<td>771,521</td>
<td>810,526</td>
</tr>
<tr>
<td>Public Works</td>
<td>2,190,757</td>
<td>2,392,661</td>
<td>2,273,047</td>
<td>2,387,774</td>
</tr>
<tr>
<td>Parks and Leisure Services</td>
<td>4,377,326</td>
<td>4,655,675</td>
<td>4,422,891</td>
<td>4,706,756</td>
</tr>
<tr>
<td>Parks and Leisure Services - grant prog</td>
<td>83,799</td>
<td>8,183</td>
<td>17,119</td>
<td>-</td>
</tr>
</tbody>
</table>

Total departmental expenditures | 21,100,577      | 22,914,118      | 21,777,759      | 23,019,525       |

Revenue over (under) expenditures | 301,108        | (1,597,401)     | (942,260)       | (1,754,122)      |

Capital grants                     | 224,261        | 2,608,400       | 271,545         | 2,150,000        |

Restricted Fund Balance            | -              | 1,765,674       | 86,496          | 663,000          |

Special Purpose Reserve            | -              | -              | -              | 100,000          |

Transfers:

<table>
<thead>
<tr>
<th>Transfers:</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Gas Tax</td>
<td>373,592</td>
<td>379,097</td>
<td>379,097</td>
<td>374,867</td>
</tr>
<tr>
<td>Special Gas Tax for Debt Service</td>
<td>400,000</td>
<td>400,000</td>
<td>400,000</td>
<td>400,000</td>
</tr>
<tr>
<td>Community Development Block Grant</td>
<td>109,296</td>
<td>114,615</td>
<td>114,615</td>
<td>104,615</td>
</tr>
<tr>
<td>Traffic Safety Fund</td>
<td>158,852</td>
<td>125,500</td>
<td>125,500</td>
<td>150,500</td>
</tr>
<tr>
<td>Airport Operations</td>
<td>12,462</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transportation/Park Development</td>
<td>205,204</td>
<td>192,400</td>
<td>192,400</td>
<td>162,300</td>
</tr>
<tr>
<td>Building Construction Fund</td>
<td>24,115</td>
<td>20,000</td>
<td>20,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Carryover Fund</td>
<td>389,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Zalud Estate support</td>
<td>(10,000)</td>
<td>(10,000)</td>
<td>(10,000)</td>
<td>(10,000)</td>
</tr>
<tr>
<td>General Fund Golf Support</td>
<td>(69,000)</td>
<td>(69,000)</td>
<td>(69,000)</td>
<td>(69,000)</td>
</tr>
<tr>
<td>General Fund Airport Support</td>
<td>(70,101)</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other Transfers</td>
<td>36,576</td>
<td>-</td>
<td>(18,259)</td>
<td>-</td>
</tr>
</tbody>
</table>

Net transfers                      | 1,559,996      | 1,152,612      | 1,133,353      | 1,123,282       |

Capital Outlay                     | 825,281        | 4,938,374      | 400,000        | 3,018,300       |

Debt Service                       | 1,826,499      | 1,830,754      | 1,830,754      | 1,828,329       |

Total Reserve Requirement          | (566,415)      | (2,839,843)    | (1,681,620)    | (2,564,469)      |

Beginning Fund Balance - Unassigned | 5,883,479      | 5,171,420      | 5,317,064      | 3,635,444       |

Ending Fund Balance - Unassigned   | 5,317,064      | 2,331,577      | 3,635,444      | 1,070,975       |
## CITY OF PORTERVILLE
### ANNUAL BUDGET
#### 2012-2013

### GENERAL FUND REVENUE ESTIMATES

<table>
<thead>
<tr>
<th></th>
<th>2010-2011</th>
<th>Original Estimate</th>
<th>Revised Estimate</th>
<th>2012-2013 Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Property taxes</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current secured</td>
<td>$2,080,202</td>
<td>$2,040,000</td>
<td>$2,040,000</td>
<td>$2,020,000</td>
</tr>
<tr>
<td>Current unsecured</td>
<td>139,658</td>
<td>125,000</td>
<td>125,000</td>
<td>125,000</td>
</tr>
<tr>
<td>ERAF Exchange for VLF Backfill</td>
<td>3,400,234</td>
<td>3,400,000</td>
<td>3,281,168</td>
<td>3,300,000</td>
</tr>
<tr>
<td>ERAF return for Triple Flip</td>
<td>1,122,906</td>
<td>1,172,435</td>
<td>1,178,411</td>
<td>1,246,568</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>6,743,006</td>
<td>6,737,435</td>
<td>6,624,579</td>
<td>6,691,568</td>
</tr>
<tr>
<td><strong>Other taxes</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales &amp; use tax</td>
<td>4,466,326</td>
<td>4,604,723</td>
<td>4,604,723</td>
<td>5,018,187</td>
</tr>
<tr>
<td>Loss of 1/4% Bradley-Burns Sales Tax</td>
<td>(1,122,906)</td>
<td>(1,172,435)</td>
<td>(1,178,411)</td>
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<td>219,393</td>
<td>269,393</td>
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## CITY OF PORTERVILLE
### ANNUAL BUDGET
#### 2012-2013

### GENERAL FUND REVENUE ESTIMATES

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<th></th>
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<tr>
<td>Fines &amp; forfeitures</td>
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<td>Planning &amp; zoning fees</td>
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<td>Library services</td>
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<td>Recreation facility rentals</td>
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<td>Street tree fees</td>
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<td>Interfund services</td>
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<td>Other service charges</td>
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<td>6,000</td>
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<td>Other revenues</td>
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<td><strong>TOTAL GENERAL FUND</strong></td>
<td><strong>$ 21,401,685</strong></td>
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<td><strong>$ 21,265,403</strong></td>
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# CITY OF PORTERVILLE
## ANNUAL BUDGET
### 2012-2013

### GENERAL FUND EXPENDITURE ESTIMATES

<table>
<thead>
<tr>
<th></th>
<th>2010-2011</th>
<th>Original Estimate</th>
<th>Revised Estimate</th>
<th>2012-2013 Estimate</th>
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<td>- Special Purpose Reserve</td>
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<td>250,955</td>
<td>238,407</td>
<td>248,877</td>
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<td>City Clerk</td>
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<td><strong>CITY ATTORNEY</strong></td>
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## CITY OF PORTERVILLE
### ANNUAL BUDGET
#### 2012-2013

### GENERAL FUND EXPENDITURE ESTIMATES

<table>
<thead>
<tr>
<th></th>
<th>2010-2011</th>
<th>2011-2012</th>
<th>Revised</th>
<th>2012-2013</th>
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<td>Planning</td>
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CITY COUNCIL AGENDA: JUNE 19, 2012

PUBLIC HEARING

TITLE: CONDITIONAL USE PERMIT PRC-2012-4-C – THE PROPOSED RETAIL SALE OF ALCOHOLIC BEVERAGES UNDER AN OFF-SALE LICENSE AT THE DOLLAR GENERAL STORE LOCATED AT 1316 W. OLIVE AVENUE

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

COMMENT: The applicant is requesting approval of a Conditional Use Permit (CUP) to allow the sale of beer, wine and distilled spirits under a Type 21 off-sale license. The retail sale of alcohol is proposed by the applicant for the Dollar General Store located at 1316 W. Olive Avenue in a CG (General and Service Commercial) Zone District. Section 301.03 of the Porterville Development Ordinance requires approval of a CUP for any use involving the sale of alcoholic beverages.

Dollar General is in the process of renovating the vacant Dollar City store in front of the Town and Country Market and is proposing the sale of beer, wine and distilled spirits in conjunction with the new store. The business plans to open in July of this year. The retailer provides a variety of retail products that include home items, personal products, food products and the proposed sale of alcohol for a complete shopping experience. The proposed Type 21 alcohol license would permit the sale of beer, wine and distilled spirits in addition to the sale of other retail products. Dollar General does not limit their merchandise to a price point of $.99 but carries a range of discount products. The store hours of operation are intended to be seven (7) days a week from 7:00 AM-11:00 PM. However, if approved, staff is not proposing a limit on the time when alcohol can be sold beyond that already provided for in State law. State law already prohibits alcohol sales between 2:00 AM and 6:00 AM.

Conditions of approval have been placed in the draft resolution to ensure that the business adheres to good business practices and complies with local, state, and federal requirements. Additionally, conditions have been added to insure the public safety and welfare due to surrounding sensitive uses, including the high school to the west, and Putnam Elementary to the north. Signage advertising alcohol on windows and the building exterior, including the digital freestanding sign, is prohibited. Consistent with recent Council actions, a condition has also been added requiring display and storage of distilled spirits to be secured and accessible to employees only.

It should be noted that at the time Dollar General submitted their application to the City, there were no Type 21 licenses available. Since then, Dollar General has entered escrow for purchase of an off-sale Type 21 beer, wine and distilled spirits license. The applicant originally submitted to the City with the intent, that if approved and a Type 21 license was not available, the business would start with sale
of beer and wine under an off-sale Type 20 beer and wine license. A discussion with the Department of Alcohol and Beverage Control (ABC) confirmed that if a Type 21 was approved by the City, it would also cover a Type 20 license.

RECOMMENDATION: That the City Council:

1. Adopt the draft resolution approving Conditional Use Permit PRC-2012-04-C subject to the conditions of approval; and
2. Authorize the Mayor to sign the Letter of Public Convenience or Necessity.

ATTACHMENTS: 1. Complete Staff Report
CITY COUNCIL AGENDA: JUNE 19, 2012

PUBLIC HEARING - STAFF REPORT

TITLE: CONDITIONAL USE PERMIT PRC-2012-4-C – THE PROPOSED RETAIL SALE OF ALCOHOLIC BEVERAGES UNDER AN OFF-SALE LICENSE AT THE DOLLAR GENERAL STORE LOCATED AT 1316 W. OLIVE AVENUE

APPLICANTS: Steve Rawlings, Rawlings Company (Agent)  
P.O. Box 96  
Murrieta, CA 92562  

Dollar General  
1316 W. Olive Ave.  
Porterville, CA 93257

SPECIFIC REQUEST: The applicant is requesting approval of a Conditional Use Permit (CUP) to allow the sale of beer, wine and distilled spirits under a Type 21 off-sale license. The sale of beer, wine and distilled spirits for off-site consumption is proposed at the Dollar General Store located at 1316 W. Olive Ave in a General and Service Commercial (CG) Zone District.

PROJECT DETAILS: Dollar General (DG) is a new retail store (not a “99¢” type retailer) in Porterville that is currently undergoing a complete interior renovation to the previous “Dollar City” & “JJ Newbury” building located at 1316 West Olive Avenue. The store is approximately 13,178 square feet with a general sales area of 9,849± square feet. There is one area of the store proposed for beer, wine and distilled spirits for a total of 346± square feet (3.5% of sales floor area) identified on Exhibit A. All of the alcohol display areas are open and accessible to patrons as they shop: a shelf aisle and cooler/freezer area. A second smaller storage location in the general stock area is not accessible to the public.

The retailer primarily offers convenience by providing products focused on laundry detergent, toilet paper, soap, shampoo, socks and underwear, but some DG stores feature a complete market opportunity for shoppers to purchase necessities including groceries and the proposed alcohol component.

DG is situated in a highly visible location within the Town and Country Shopping Center on west Olive. The high traffic area and its well-lit parking lot will help discourage potential illegal activity. The Police Department evaluated the project and, in light of other licenses and like businesses in the area, had no further comment or restrictions.

The subject site is located in Census Tract 36.02. The ABC has indicated that Census Tract 36.02 can accommodate up to six (6) off-sale licenses without being deemed “over concentrated.” At present, eleven (11) off-sale licenses exist (location map attached).

It should be noted that at the time Dollar General submitted their application to the City, there were no Type 21 licenses available. Since then, Dollar General has entered escrow for purchase of an off-sale Type 21 beer, wine and distilled spirits license. The applicant originally submitted to the City
with the intent, that if approved and a Type 21 license was not available, the business would start with sale of beer and wine under an off-sale Type 20 beer and wine license. A discussion with the ABC confirmed that if a Type 21 was approved by the City, it would also cover a Type 20 license.

GENERAL PLAN AND LAND USE/ZONING DESIGNATION:

The General Plan Land Use Diagram designates the site as General and Service Commercial and is consistently zoned General and Service Commercial (CG) on the City’s Zoning Map.

SURROUNDING AREA ZONING AND LAND USE:

NORTH: City CG – General and Service Commercial (Town and Country Market and Putnam Elementary just beyond)
SOUTH: City CG - General and Service Commercial (retail commercial businesses and residential development beyond)
EAST: City CG – General and Service Commercial (retail commercial businesses)
WEST: City CG – General and Service Commercial (restaurants, commercial businesses and secondary high school beyond)

STAFF ANALYSIS: On April 11, 2012, the Project Review Committee reviewed the application request and sent correspondence regarding the PRC meeting with comments and additional materials necessary prior to scheduling a public hearing.

Retail stores are permitted by right in the General and Service Commercial District, but any use involving the sale of alcohol requires the City Council’s approval of a conditional use permit per Section 301.03 of the Porterville Development Ordinance. Approval of the request would result in the applicant being conditionally allowed to sell beer, wine, and distilled spirits under an off-sale license.

Conditions of approval have been placed in the draft resolution to ensure that the business adheres to good business practices and complies with local, state, and federal requirements. Additionally, conditions have been placed to maintain the public safety and welfare to surrounding uses including the high school and residential uses. While beer and wine will be accessible to patrons, distilled spirits shall be secured and accessible to employees only. The designated alcohol areas are shown on the interior floor plan (Attachment 2). Signage advertising alcohol on windows and the building exterior, including the digital freestanding sign, is prohibited.

The current store hours of operation are seven (7) days a week with hours of 7:00 AM-11:00 PM. Staff is not proposing a limit on the time when alcohol can be sold if the hours of operation change in the future, although state law already prohibits alcohol sales between 2:00 AM and 6:00 AM.

ENVIRONMENTAL: The project is Categorically Exempt pursuant to Section 15301, Class 1 of the CEQA Guidelines - (Existing Facilities). Under the Permit Streamlining Act (Section 65950 of the Government Code), the City has 60 days from the date the project was accepted as complete to reach
a determination regarding this project.

DATE FILED FOR PROJECT REVIEW COMMITTEE PROCESSING: March 30, 2012

DATE ACCEPTED AS COMPLETE: May 23, 2012

RECOMMENDATION: That the City Council:
1. Adopt the draft resolution approving Conditional Use Permit PRC-2012-4-C subject to the conditions of approval; and
2. Authorize the Mayor to sign the Letter of Public Convenience or Necessity.

ATTACHMENTS:
1. Locator Map
2. Site plan and interior store layout
3. Draft Resolution
4. City of Porterville ABC Census Tract Active Alcohol Licenses Map
5. Draft Letter of Public Convenience or Necessity
Dollar General

PRC 2012-04-C

Locator Map

- Dollar General
- 300 ft Radius
- Noticed property owners within 300 ft
- Town and Country Shopping Center
RESOLUTION NO.________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF APPROVAL OF CONDITIONAL USE PERMIT PRC-2012-4-C TO ALLOW THE SALE OF BEER, WINE, AND DISTILLED SPIRITS UNDER AN OFF-SALE LICENSE TO BE LOCATED AT 1316 W. OLIVE AVENUE

WHEREAS: The applicant is requesting approval of Conditional Use Permit PRC 2012-4-C to allow the sale of beer, wine and distilled spirits under a Type 21 off-sale alcohol license at 1316 W. Olive Ave. in the CG (General and Service Commercial) Zone; and

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of June 19, 2012, conducted a public hearing to consider Conditional Use Permit PRC-2012-4-C; and

WHEREAS: The City Council received testimony from all interested parties relative to said Conditional Use Permit; and

WHEREAS: Section 301.03 of the Porterville Development Ordinance requires conditional use permit approval for any use involving the sale of alcoholic beverages under an on-sale or off-sale license; and

WHEREAS: The City Council made the following findings:

1. Approval of the conditional use permit will advance the goals and objectives of and is consistent with the policies of the General Plan and any other applicable plan that the City has adopted, as follows:
   LUG-1 Promote a sustainable, balanced land use pattern that responds to existing needs and future needs of the City.
   LU-G-21 Attract and retain specialty retail and restaurant businesses that will enhance Porterville’s unique character.
   ED-G-5 Retain existing local businesses and foster local start-ups.
   ED-G-7 Create an image for Porterville that will attract and retain economic activity.

2. The location, size, design, and operating characteristics of the proposed project are consistent with the purposes of the district where it is located and conforms in all significant respects with the General Plan and with any other applicable plan adopted by the City Council.

The General Plan and Zoning Map designates the proposed project site as General and Service Commercial (CG). The proposed project promotes and implements the specific purposes of the General and Service Commercial

ATTACHMENT
ITEM NO. 3
Zone, including the following purposes as set forth in Section 203 of the Development Ordinance and General and Service Commercial Guidelines:
- Provide a full range of commercial uses.
- Provide areas for retail and services uses that meet local and regional demand.

WHEREAS: That the proposed location of the project and the conditions under which it will be operated or maintained will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity. Conditions of approval are included to ensure applicable development standards are met; and

WHEREAS: That pursuant to Section 153301, Class 1, - (Existing Facilities) of the California Environmental Quality Act Guidelines, the Conditional Use Permit to allow the sale of beer, wine and distilled spirits under an off-sale license in an existing commercial building is Categorically Exempt; and

WHEREAS: The subject site is located in Census Tract 36.02 which allows, according to the Alcoholic Beverage Control Board, six (6) off-sale licenses. At present, eleven (11) off-sale licenses exist in this census tract; and

WHEREAS: A signed “Letter of Public Convenience or Necessity” by the Mayor is required due to an overconcentration of off-sale alcohol licenses in Census Tract 36.02.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Conditional Use Permit PRC-2012-4-C subject to the following conditions:

1. The developer/applicant shall keep and maintain the distilled spirits secured in a shelf area accessed by employees only. The distilled spirits area is shown on Attachment 2. Any such expansion or relocation of designated alcohol sales and storage locations shall be approved by the City Council.

2. No advertising of alcoholic beverages shall be placed on the exterior of the building nor seen from the public right of way (i.e. no window advertising or digital signage).

3. That the applicant shall operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations regarding the sale of alcohol. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit as provided in Section 601.12 of the Porterville Development Ordinance.

4. Compliance with all applicable development and access laws (both State and Federal) is required.
5. The developer/applicant shall keep and maintain the beer, wine and distilled spirits in the area as identified on Exhibit A. Any such expansion or relocation shall be approved by the City Council.

6. That the on-site consumption of alcoholic beverages shall be prohibited.

7. The conditional use permit, approving off-site alcohol sales, will be subject to modification or revocation if the off-sale license is sanctioned by the State of California.

8. The conditional use permit shall become null and void if not undertaken and actively and continuously pursued within one (1) year. The conditional use permit will expire when the use ceases to operate for one year or more.

9. The use shall be conducted in compliance with all applicable local, state and federal regulations.

PASSED, APPROVED AND ADOPTED this ____ day of June, 2012.

By: ____________________________

Ronald L. Irish, Mayor

ATTEST:
John D. Lollis, City Clerk

By: ____________________________

Patrice Hildreth, Chief Deputy City Clerk
June 19, 2012

California Alcoholic Beverage
Control Board
Fresno District Office
3640 East Ashlan
Fresno, CA 93726

Attention: Joyce Knodel

RE: Dollar General – 1316 W. Olive Avenue, Porterville, CA 93257

Dear Ms. Knodel:

On June 19, 2012, the City Council of the City of Porterville adopted Resolution No. _____ approving Conditional Use Permit PRC 2012-4-C. This letter serves as a letter of public convenience or necessity for the issuance of a Type 21 off-sale alcoholic beverage sales license for the Dollar General referenced above.

Approval of this letter is based on the following findings:

1. That under the regulations of the “Business and Professions Code,” the application of an off-sale beer and wine license when filed in a Census Tract that exceeds the average ratio and creates an “undue concentration,” requires a Letter of Public Convenience or Necessity.

2. That the proposed outlet for the off-sale of alcohol beverages would enhance or facilitate the vitality of an existing commercial area without presenting a significant impact on public health or safety.

3. The proposed off-sale of alcoholic beverages is incidental and appurtenant to the larger retail use and provides for a more complete and convenient shopping experience.

4. That on June 19, 2012, the Porterville City Council conditionally approved Conditional Use Permit PRC2012-4-C, to regulate the new alcohol license.

In consideration of the above four (4) findings, the City Council determined that a public convenience and necessity would be served by the issuance of the requested Type 21 off-sale license.

Furthermore, issuance of the license allowing sales of beer, wine and distilled spirits represents a

ATTACHMENT
ITEM NO. 5
viable economic asset to the community which will contribute tax revenues to the local economy. For these reasons, the City Council of the City of Porterville supports issuance of a Type 21, license for beer, wine and distilled spirits for the Dollar General.

Sincerely,

Ronald L. Irish, Mayor
SUBJECT: CONSIDERATION OF UNILATERAL IMPLEMENTATION OF CITY’S LAST, BEST AND FINAL OFFER TO PORTERVILLE CITY EMPLOYEES ASSOCIATION (PCEA)

SOURCE: ADMINISTRATIVE SERVICES/HUMAN RESOURCES DIVISION

COMMENT: Negotiations between the City and all employee bargaining units commenced in Spring of 2011 for successor agreements to the MOUs set to expire June 30, 2011. Due to budget constraints attributed to diminished revenues and increased expenditures including increasing personnel costs, the Council directed City negotiators to seek concessions relative to employee retirement benefits through PERS. (For the FY 2011/2012 budget, PERS costs increased 3.06% for miscellaneous employees and 4.49% for safety employees, resulting in an impact of approximately $400,000 to the General Fund.) The City sought three-year contracts with all six bargaining units, and proposed that employees pay 50% of the PERS increase for each of the three years of the proposed contract term.

Agreements containing the above concession have been reached with all of the employee bargaining units with the exception of two groups: Public Safety Support Unit (PSSU), with which the City is currently in the factfinding process, and Porterville City Employees Association (PCEA).

PCEA filed an Unfair Labor Charge with the Public Employment Relations Board (PERB) against the City in October 2011, claiming that the City was not bargaining fairly because City negotiators discussed the possibility of lay-offs if some other form of cost savings was not agreed to. PERB dismissed this complaint determining that there was no basis for such a claim. This action considerably slowed the pace of negotiations.

Thereafter, negotiations with PCEA resumed and were progressing, albeit slowly. Following a caucus during negotiations on April 5, 2012, PCEA negotiators declared impasse and left the negotiating table. At that time, PCEA conveyed their belief that the City was not facing any financial crisis to warrant employee concessions, and pointed to the availability of reserves.

PCEA represents approximately 100 employees, making it the largest of the city’s six bargaining units. It is generally comprised of parks maintenance workers, field service workers, and clerical staff.
PCEA failed to timely avail itself of recent legislation which would require the parties to engage in factfinding, and the City is thus entitled to proceed to take unilateral action. Pursuant to the Meyers-Milias-Brown Act which governs local government employee-employer relations in California, the City cannot unilaterally implement a multi-year decision. The City is further limited in the types of actions that can be implemented, such as the proposed payroll deduction for PERS contributions; however, salary decreases are permitted. Throughout negotiations, the City has presented two alternative proposals, one of which consisted of a three percent (3%) salary reduction. Attached for Council’s consideration is a draft resolution authorizing the unilateral implementation of the City’s alternate offer of a three percent (3%) salary reduction, effective July 1, 2012.

In the event the Council proceeds as recommended, it is important to note that City negotiators will likely be back at the table with PCEA next month to commence negotiations for FY2012/2013.

RECOMMENDATION: That the City Council approve the draft resolution authorizing the unilateral implementation of the City’s last, best and final offer of a three percent (3%) salary reduction, effective July 1, 2012.

ATTACHMENTS: Draft Resolution
RESOLUTION NO. ______-2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AUTHORIZING UNILATERAL IMPLEMENTATION OF THE CITY’S LAST, BEST AND FINAL OFFER TO PORTERVILLE CITY EMPLOYEES ASSOCIATION

WHEREAS, due to budget constraints attributed to diminished revenues and increased expenditures including increasing personnel costs, the Council directed City negotiators to seek concessions relative to employee retirement benefits through PERS; and

WHEREAS, for the FY 2011/2012 budget, PERS costs increased 3.06% for miscellaneous employees and 4.49% for safety employees, resulting in an impact of approximately $400,000 to the General Fund; and

WHEREAS, the City sought three-year contracts with all six bargaining units, and proposed that employees pay fifty percent (50%) of the PERS increase for each of the three years of the proposed contract term; and

WHEREAS, agreements containing the concessions relative to employee retirement benefits have been reached with all of the employee bargaining units with the exception of two groups: the Public Safety Support Unit (PSSU), with which the City is currently in the factfinding process, and Porterville City Employees Association (PCEA); and

WHEREAS, on April 5, 2012, PCEA negotiators declared impasse and left the negotiating table, and conveyed their belief that the City was not facing any financial crisis to warrant employee concessions; and

WHEREAS, PCEA failed to timely avail itself of recent legislation which would require the parties to engage in factfinding, and the City is thus entitled to proceed to take unilateral action, which pursuant to the Meyers-Milias-Brown Act, can consist of employee salary decreases but not payroll deductions for PERS contributions; and

WHEREAS, the City has presented proposals containing two alternative options, one of which consisted of a three percent (3%) salary reduction.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Porterville does hereby authorize the unilateral implementation of a three percent (3%) salary reduction, effective July 1, 2012, for employees holding positions represented by the Porterville City Employee Association.

BE IT FURTHER RESOLVED that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

ATTACHMENT
PASSED, APPROVED AND ADOPTED this _____ day of June, 2012.

__________________________
Ronald L. Irish, Mayor

ATTEST:

John D. Lollis, City Clerk

__________________________
By: Patrice Hildreth, Chief Deputy City Clerk
SUBJECT: CONSIDERATION OF FINANCIAL SUPPORT FOR THE "MARCHING THROUGH TIME" MURAL PROJECT

SOURCE: Administration

COMMENT: The Porterville Mural Committee has requested that the City Council consider contributing $35,000 in support of the installation of the "Marching Through Time" mural in Centennial Plaza. The Committee has itemized $18,245 in costs for potential reimbursement associated with improvements to Centennial Plaza in support of the mural's installation, and requests an additional $19,755 in support of the mural's creation.

In December 2006, at the request of Member of City Council, the Council considered and supported the creation of the Iris Mural, located on Main Street on the Tulare County Child Support Services building, in the amount of $2,500.

RECOMMENDATION: That the City Council:
1. Consider the request of the Porterville Mural Committee to financially support the "Marching Through Time" mural project; and
2. If approved, please authorize appropriate budget adjustment.

ATTACHMENTS: 1. Letter from Porterville Mural Committee, dated May 10, 2012
2. City Council Agenda Item: December 19, 2006
Mr. John Lollis, City Manager  
Porterville City Hall  
Porterville, CA 93257

Dear Mr. Lollis,

The Porterville Mural Committee is respectfully requesting that the City of Porterville donate $35,000 toward the costs for the completion of the Marching Through Time Mural located in the City’s Centennial Park.

As you know, murals are generally placed on the walls of existing buildings, and therefore have only the expense of the artist and little or no cost for the preparation of the wall. For our mural, Marching Through Time, a building large enough to accommodate it was not possible along Main Street. With the concurrence of the City, a free-standing wall was designed and built in Centennial Park for our 100 foot by 10 foot mural.

The Mural Committee was committed to “doing it right” so that the mural and improvements would make Centennial Park a venue for musical events and a show place park downtown on Main Street for community events. In addition, murals in a city have a known draw to tourism, and they have positive appeal to new industry and commercial development that are seeking a community with a desirable and attractive culture.

To accomplish that, a local landscape contractor volunteered his ideas and considerable labor and materials to level the lawn area of the park, rearrange the sprinkler system to accommodate the change. The Mural Committee then moved ahead to put in a wrought-iron fence around the mural and tie the fencing into the gazebo and existing landscaping. A cement curb was installed in the alley on the back side of the mural, along with re-grading and paving to match the alley north and south of the mural location. Cement pads were poured around the perimeter of the park to accommodate additional wrought-iron benches to provide more seating for events in the park.

Listed on the following page is an itemization of the billed costs for the expenditures not directly a part of the mural project.

Sincerely yours,

Porterville Mural Committee

[Signature]
Itemization of Costs

Valley Oak Contractors:
Concrete curb in alley—$2632.
Concrete pads for benches—$2250.

Bartlett Construction:
Cut, grade and re-pave alley—$2140.

Lowes:
Wrought-iron fence material—$4998.

Chiapa Welding:
Install wrought—iron fence—$2400.

Kaylor Landscaping:
Re-grade grass area, re-arrange sprinklers and drains, re-sod grass area.
Install shrubbery and irrigation system for planter area around Mural.—
($8045, with donation of — $4222)
Total Cost—$3825.

The above labor and materials total $18,245 for work done in Centennial Park as a Public Improvement to the Park. The Mural Committee would appreciate a total donation of $35,000 which will cover the above costs, plus yet unpaid billings related to the Mural Project.
COUNCIL AGENDA: December 19, 2006

SUBJECT: COUNCIL MEMBER REQUEST FOR AN AGENDA ITEM – "Consideration of $2,500 Mural Sponsorship"

SOURCE: Administration

COMMENT: A Council member has requested the above subject matter be added to the agenda for consideration under Scheduled Matters.

RECOMMENDATION: As directed by Council. (If item is approved, please authorize appropriate budget adjustment)

ATTACHMENT: Porterville Mural Project Contribution Card

Dir.  Appropriated/Funded  C/M  Item No. 24
SCHEDULED MATTERS

SUBJECT: APPROVAL OF FIRST AMENDMENT TO SUBORDINATION AND INTERCREDITOR AGREEMENT WITH RURAL DEVELOPMENT, U.S. DEPARTMENT OF AGRICULTURE (USDA) FOR VILLA SIENA APARTMENT COMPLEX

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: When Redevelopment was abolished as of February 1, 2012, the Redevelopment Agency was processing an administrative amendment to the subordination agreement with USDA for the Villa Siena Apartment Complex. This amendment adds language to the definitions regarding the “First Amendment to Affordable Housing Agreement” and the “Notice of Affordability Restrictions” of the junior lender, which is the Redevelopment Agency. This verbiage is being added to assure that these two recorded documents are referenced and recognized in the Subordination Agreement as they are integral to the development and continued administration of the apartment complex as affordable housing. The Notice of Affordability Restrictions on transfer of property provides that the new entity taking ownership is fully aware of the rental, income, and other administrative restrictions placed on the property through the original Affordable Housing Agreement (AHA) and the subsequent First Amendment to the AHA that run with the property for the term of 55 years from the date of the City’s issuance of a final certificate of occupancy for the Project.

Unfortunately, the agreement was not executed before the deadline for the dissolution of redevelopment and has been pending the reorganization of the Successor Agency and the approval of the Department of Finance in order to designate an authorized signatory. At the end of January 2012, the City Council activated the Porterville Housing Authority and declared the members of the Council as the Commissioners of the Housing Authority and designated the Mayor as the first interim chairperson of the Housing Authority. Subsequently, the Council designated the Porterville Housing Authority as the Housing Successor Agency for the Redevelopment Agency, assuming the housing assets and functions previously performed by the Agency pursuant to Health & Safety Code Section 34176.

RECOMMENDATION: That the Housing Authority Board:

1. Approve the First Amendment to Subordination and Intercreditor Agreement between the Housing Authority (acting as successor housing agency to the Porterville Redevelopment Agency) and Rural Development, U.S. Department of Agriculture, in substantially the form attached hereto as Attachment No 1; and

DEAPPROPRIATED/FUNDED MB CM
ITEM NO. HA-01
2. Authorize the Chair of the Housing Authority to sign the First Amendment to Subordination and Intercreditor Agreement on behalf of the Housing Authority, and authorize the Chair, City Manager and City Attorney to make minor and nonsubstantial modifications to such amendment as they deem necessary and appropriate.

ATTACHMENT:  
1. First Amendment to Subordination and Intercreditor Agreement with the Original Agreement and Addendum
FIRST AMENDMENT TO
SUBORDINATION AND INTERCREDITOR AGREEMENT

This First Amendment to Subordination and Intercreditor Agreement ("First Amendment") is entered into as of __________, 2012, by and between PORTERVILLE HOUSING AUTHORITY, a public body, corporate and politic, acting as successor housing agency to the dissolved Porterville Redevelopment Agency ("Junior Lender") and RURAL DEVELOPMENT, U.S. DEPARTMENT OF AGRICULTURE ("Senior Lender").

This First Amendment hereby supplements, modifies and constitutes a part of that certain Subordination and Intercreditor Agreement ("Agreement") dated as of December 22, 2011, by and between the former Porterville Redevelopment Agency, a public body, corporate and politic, predecessor in interest to the Junior Lender, and Senior Lender. Any terms used herein and not separately defined herein shall have the meanings set forth in the Agreement. In consideration of the mutual oral promises of the parties in reliance upon which Senior Lender closed its loan and for other good and valuable consideration, receipt of which is hereby acknowledge, the Agreement is hereby modified and amended as follows:

1. Paragraph 1, entitled "Definitions," is amended to add the following definitions:
   a. "First Amendment to Affordable Housing Agreement" means that certain First Amendment to Affordable Housing Agreement and Option Agreement, dated February 1, 2010, executed by Junior Lender and Borrower and recorded September 21, 2010 as Instrument No. 2010-0057964 of Tulare County Official Records.

2. In Paragraph 1, the definition of "Junior Loan Documents" is amended to add, following the words "the Regulatory Agreement," the words: "First Amendment to Affordable Housing Agreement, Notice of Affordability Restrictions".

Except as expressly set forth hereinabove, the Agreement shall continue in full force and effect with all provisions remaining unchanged.

[Signatures appear on following pages.]
JUNIOR LENDER:

PORTERVILLE HOUSING AUTHORITY, a public body, corporate and politic
Acting as successor housing agency to the former Porterville Redevelopment Agency, a
dissolved public body, corporate and politic

By: __________________________
Name: Ronald L. Irish
Title: Chairman

ACKNOWLEDGMENT ATTACHED
SENIOR LENDER:
UNITED STATES OF AMERICA ACTING THROUGH THE RURAL HOUSING
SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE

By: __________________________
    Stephen O. Nnodim

Its: Multi-Family Housing Program Director

Date: _________________________

ACKNOWLEDGMENT ATTACHED
ACKNOWLEDGED AND AGREED AS OF THE DATE FIRST SET FORTH ABOVE:

BORROWER:

Porterville Housing Partners, L.P.,
a California Limited Partnership

By: Porterville Circle, LLC,
a California limited liability company
IIts: Sole Managing General Partner

By: Housing Alternatives, Inc.
a California non-profit public benefit corporation
IIts: Sole Member and Manager

By: Elva Grant
IIts: Executive Director
SUBORDINATION AND INTERCREDITOR AGREEMENT

THIS SUBORDINATION AND INTERCREDITOR AGREEMENT (this "Agreement") dated as of December 22, 2011, is made by and between PORTERVILLE REDEVELOPMENT AGENCY, a public body, corporate and politic ("Junior Lender") and RURAL DEVELOPMENT, U.S. DEPARTMENT OF AGRICULTURE ("Senior Lender").

RECITALS:

A. The Borrower, Porterville Housing Partners, L.P., a California Limited Partnership, has applied to Senior Lender for a loan in the maximum principal amount of $2,564,748 (the "Senior Loan") for the acquisition, construction, rehabilitation, development, equipping and/or operation of the Property.

B. The Senior Loan is evidenced by the Senior Note (as defined below) is secured by, among other things, that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "Senior Security Instrument"), dated as of the date hereof, recorded January 4, 2012, 2014, as Instrument No. 12-0007657, encumbering the Property, and will be advanced to Borrower pursuant to the Loan Agreement (as defined herein).

C. Junior Lender has made a loan (the "Junior Loan") to Borrower in the original principal amount of Nine Hundred Thirty Thousand Dollars ($930,000.00), which Junior Loan is evidenced by a certain RDA Loan Note dated as of February 1, 2010, made by Borrower to Junior Lender (the "Junior Note") and secured by, the Junior Security Instrument recorded February 5, 2010, as Instrument No. 2010-0007755 (as hereinafter defined) encumbering the Property, and advanced to Borrower pursuant to that certain Affordable Housing Agreement (the "Junior Housing Agreement") dated as of April 7, 2009, between Borrower and Junior Lender. In connection with the Junior Loan, Borrower and Junior Lender have executed and recorded against the Property a Regulatory Agreement recorded February 1, 2010, as Instrument No. 2010-0007757 ("Regulatory Agreement").

D. As a condition to the making of the Senior Loan, Senior Lender requires that Junior Lender execute and deliver this Agreement prior to the making of the Junior Loan and the granting of the Junior Security Instrument by Borrower.

NOW, THEREFORE, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the
making of the Senior Loan and to induce Senior Lender to consent to the Junior Loan and the Junior Security Instrument, Junior Lender hereby agrees as follows:

1. **Definitions.** Capitalized terms used but not defined in this Agreement shall have the meanings ascribed thereto in the Senior Security Instrument. As used in this Agreement, the terms set forth below shall have the respective meanings indicated:

   “**Bankruptcy Proceeding**” means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.

   “**Casualty**” means the occurrence of damage to or loss of any of the Property by fire or other casualty.

   “**Condemnation**” means any proposed or actual condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Property, whether direct or indirect.

   “**Enforcement Action**” means the acceleration of all or any part of the Junior Indebtedness, the advertising of or commencement of any foreclosure or trustee’s sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of Rents, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Junior Note or any other of the Junior Loan Documents, the exercising of any banker’s lien or rights of set-off or recoupment, or the taking of any other enforcement action against Borrower, any other party liable for any of the Junior Indebtedness or obligated under any of the Junior Loan Documents, or the Property.

   “**Enforcement Action Notice**” means a written notice from Junior Lender to Senior Lender, given following a Junior Loan Default and the expiration of any notice or cure periods provided for such Junior Loan Default in the Junior Loan Documents, setting forth in reasonable detail the Enforcement Action proposed to be taken by Junior Lender.

   “**Junior Indebtedness**” means all indebtedness of any kind at any time evidenced or secured by, or arising under, the Junior Loan Documents, whether incurred, arising or accruing before or after the filing of any Bankruptcy Proceeding.

   “**Junior Loan Default**” means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of notice or the passage of time, or both, would constitute, an “Event of Default” as defined in the Junior Security Instrument or Junior Loan Agreement.

   “**Junior Loan Documents**” means, collectively, the Junior Note, the Junior Security Instrument, the Junior Loan Agreement, the Regulatory Agreement, and all other documents evidencing, securing or delivered in connection with the Junior Loan, together with such
modifications, amendments and supplements thereto as are approved in writing by Senior Lender prior to their execution.

"Junior Security Instrument" means that certain Subordinate Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of the date hereof, made by Borrower for the benefit of Junior Lender, as the same may from time to time be extended, consolidated, substituted for, modified, amended or supplemented upon receipt of the consent of Senior Lender.

"Loan Agreement" means that certain USDA-RD Loan Agreement dated as of the date hereof by and between Borrower and Senior Lender relating to the Senior Loan.

"Loss Proceeds" means all monies received or to be received under any insurance policy, from any condemning authority, or from any other source, as a result of any Condemnation or Casualty.

"Property" means (i) the land and improvements known or to be known as Villa Siena Apartments, located in Porterville, Tulare County, State of California, which Property is more particularly described on Exhibit A attached hereto, and (ii) all furniture, fixtures and equipment located at such apartments and other property, accounts, deposits and rights and interests of Borrower encumbered by the Senior Security Instrument and/or the other Senior Loan Documents.

"Senior Indebtedness" means all indebtedness of any kind at any time evidenced or secured by, or arising under, the Senior Loan Documents, whether incurred, arising or accruing before or after the filing of any Bankruptcy Proceeding.

"Senior Loan Default" means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of notice or the passage of time, or both, would constitute, an "Event of Default" as defined in the Senior Loan Documents.

"Senior Loan Documents" means, collectively, the Senior Security Instrument, the Senior Note, the Loan Agreement and all of the other documents, instruments and agreements now or hereafter evidencing, securing or otherwise executed in connection with the Senior Loan, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented in accordance with the provisions of this Agreement.

"Senior Note" means the Note, as defined by the Senior Security Instrument, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented.

"Senior Security Instrument" means that certain Deed of Trust, Assignment of Rents and Security Agreement and Fixture Filing dated as of the date hereof, made by Borrower for the benefit of Senior Lender, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented.
2. Junior Loan and Junior Loan Documents are Subordinate; Acts by Senior Lender do not Affect Subordination.

(a) Junior Lender hereby covenants and agrees on behalf of itself and its successors and permitted assigns that the Junior Indebtedness is and shall at all times continue to be, subordinate, subject and inferior (in payment and priority) to the prior payment in full of the Senior Indebtedness, and that the liens, rights, payment interests, priority interests and security interests granted to Junior Lender in connection with the Junior Loan and under the Junior Loan Documents are, and are hereby expressly acknowledged to be in all respects and at all times, subject, subordinate and inferior in all respects to the liens, rights, payment, priority and security interests granted to Senior Lender under the Senior Loan and the Senior Loan Documents and the terms, covenants, conditions, operations and effects thereof.

(b) Except as expressly set forth herein, upon Junior Lender's receipt of written notice from Senior Lender of a Senior Loan Default and during the continuance of such Senior Loan Default, repayment of the Junior Indebtedness shall be postponed and subordinated to repayment in full of the Senior Loan. If (i) Junior Lender receives any payment, property, or asset of any kind or in any form on account of the Junior Indebtedness (including, without limitation, any proceeds from any Enforcement Action) after a Senior Loan Default of which Junior Lender has actual knowledge or has been given notice, or (ii) Junior Lender receives, voluntarily or involuntarily, by operation of law or otherwise, any payment, property, or asset in or in connection with any Bankruptcy Proceeding, such payment, property, or asset will be received and held in trust for Senior Lender. Junior Lender will promptly remit, in kind and properly endorsed as necessary, all such payments, properties, and assets to Senior Lender. Senior Lender shall apply any payment, asset, or property so received from Junior Lender to the Senior Indebtedness in such order, amount (with respect to any asset or property other than immediately available funds), and manner as Senior Lender shall determine in its sole and absolute discretion.

(c) Without limiting the complete subordination of the Junior Indebtedness to the payment in full of the Senior Indebtedness, in any Bankruptcy Proceeding, upon any payment or distribution (whether in cash, property, securities, or otherwise) to creditors (i) the Senior Indebtedness shall first be paid in full in cash before Junior Lender shall be entitled to receive any payment or other distribution on account of or in respect of the Junior Indebtedness, and (ii) until all of the Senior Indebtedness is paid in full in cash, any payment or distribution to which Junior Lender would be entitled but for this Agreement (whether in cash, property, or other assets) shall be made to Senior Lender.

(d) Junior Lender hereby acknowledges and agrees that Senior Lender may, without the consent or approval of Junior Lender, agree with Borrower to extend, consolidate, modify, increase or amend any or all the Senior Loan Documents and otherwise act or fail to act with respect to any matter set forth in any Senior Loan Document (including, without limitation, the exercise of any rights or remedies, waiver, forbearance or delay in enforcing any rights or remedies, the declaration of acceleration, the declaration of defaults or events of default, the release, in whole or in part, of any
collateral or other property, and any consent, approval or waiver), and all such extensions, consolidations, modifications, amendments acts and omissions shall not release, impair or otherwise affect Junior Lender’s obligations and agreements hereunder.

(e) Senior Lender, in permitting disbursements of the proceeds of the Senior Loan pursuant to the Loan Agreement, is under no obligation or duty to ensure, nor has Senior Lender represented that it will ensure, the proper application of such proceeds, and any application or use of such proceeds for purposes other than as provided in any such agreement shall not defeat or render invalid, in whole or in part, the subordination provided for in this Agreement.

(f) Senior Lender has not made any warranty or representation of any kind or nature whatsoever to Junior Lender with respect to (i) the application of the proceeds of any disbursement made by Senior Lender for the account of Borrower, (ii) the value of the Property, or the improvements to be constructed thereon, or the marketability or value thereof upon completion of such construction, or (iii) the ability of Borrower to honor its covenants and agreements with Senior Lender or Junior Lender.

(g) In addition, Junior Lender agrees to subordinate the lien of the Junior Security Instrument and the payment of the Junior Indebtedness to the lien and payment in full of any financing obtained by Borrower to refinance, in whole or in part, the Senior Indebtedness so long as the new loan ("Qualifying Loan") (i) is in a principal amount not greater than the original principal amount of the Senior Indebtedness, (ii) has an interest rate (or if a variable rate, has an initial rate) that is not greater than seven points in excess of the average "Prime Rate" announced by the three United States based banks with the greatest total assets and (iii) is from a lender not affiliated with Borrower. Promptly upon notice to Junior Lender that Borrower intends to enter into a Qualifying Loan, but not later than twenty (20) days thereafter, Junior Lender will execute a Subordination and Intercreditor Agreement in the form of this Agreement with the entity making the Qualifying Loan.

3. Junior Lender Agreements.

(a) Without the prior written consent of Senior Lender in each instance, Junior Lender shall not (i) amend, modify, waive, extend, renew or replace any provision of any of the Junior Loan Documents, or (ii) pledge, assign, transfer, convey, or sell any interest in the Junior Indebtedness or any of the Junior Loan Documents; or (iii) accept any payment on account of the Junior Indebtedness other than a regularly scheduled payment of interest or principal and interest made not earlier than ten (10) days prior to the due date thereof; or (iv) take any action which has the effect of increasing the Junior Indebtedness; or (v) appear in, defend or bring any action in connection with the Property; or (vi) take any action concerning environmental matters affecting the Property. Regardless of any contrary provision in the Junior Loan Documents, Junior Lender shall not collect payments for the purpose of escrowing for any cost or expense related to the Property or for any portion of the Junior Indebtedness.
(b) In the event and to the extent that each of Senior Lender and Junior Lender have under their respective loan documents certain approval or consent rights over the same subject matters (regardless of whether the obligations or rights are identical or substantially identical), Junior Lender agrees that Senior Lender shall exercise such approval rights on behalf of both Senior Lender and Junior Lender, and Junior Lender shall have no right to object to any such action or approval taken by Senior Lender and shall consent thereto and be bound thereby. Without limiting the generality of the foregoing, Senior Lender shall have all approval, consent and oversight rights in connection with any insurance claims relating to the Property, any decisions regarding the use of insurance proceeds after a casualty loss or condemnation awards, the hiring or firing of property managers, or otherwise related in any way to the Property, and Junior Lender shall have no right to object to any such action or approval taken by Senior Lender and shall consent thereto and be bound thereby.

(c) Junior Lender shall not commence or join with any other creditor in commencing any Bankruptcy Proceeding involving Borrower, and Junior Lender shall not initiate and shall not be a party to any action, motion or request, in a Bankruptcy Proceeding involving any other person or entity, which seeks the consolidation of some or all of the assets of Borrower into such Bankruptcy Proceeding. In the event of any Bankruptcy Proceeding relating to Borrower or the Property or, in the event of any Bankruptcy Proceeding relating to any other person or entity into which (notwithstanding the covenant in the first sentence of this clause) the assets or interests of Borrower are consolidated, then in either event, the Senior Loan shall first be paid in full before Junior Lender shall be entitled to receive and retain any payment or distribution in respect to the Junior Loan. Junior Lender agrees that (i) Senior Lender shall receive all payments and distributions of every kind or character in respect of the Junior Loan to which Junior Lender would otherwise be entitled, but for the subordination provisions of this Agreement (including without limitation, any payments or distributions during the pendency of a Bankruptcy Proceeding involving Borrower or the Property), and (ii) the subordination of the Junior Loan and the Junior Loan Documents shall not be affected in any way by Senior Lender electing, under Section 1111(b) of the federal bankruptcy code, to have its claim treated as being a fully secured claim.

(d) Junior Lender covenants and agrees that the effectiveness of this Agreement and the rights of Senior Lender hereunder shall be in no way impaired, affected, diminished or released by any renewal or extension of the time of payment of the Senior Loan, by any delay, forbearance, failure, neglect or refusal of Senior Lender in enforcing payment thereof or in enforcing the lien of or attempting to realize upon the Senior Loan Documents or any other security which may have been given or may hereafter be given for the Senior Loan, by any waiver or failure to exercise any right or remedy under the Senior Loan Documents, or by any other act or failure to act by Senior Lender. Junior Lender acknowledges that Senior Lender, at its sole option, may release all or any portion of the Property from the lien of the Senior Security Instrument, and may release or waive any guaranty, surety or indemnity providing additional collateral to Senior Lender, and Junior Lender hereby waives any legal or equitable right in respect of marshaling it might have, in connection with any release of all or any portion of the
Property by Senior Lender, to require the separate sales of any portion of the Property or to require Senior Lender to exhaust its remedies against any portion of the Property or any other collateral before proceeding against any other portion of the Property or other collateral (including guarantees) for the Senior Loan. At any time or from time to time and any number of times, without notice to Junior Lender and without affecting the liability of Junior Lender, (a) the time for payment of the Senior Indebtedness may be extended or the Senior Indebtedness may be renewed in whole or in part; (b) the time for Borrower’s performance of or compliance with any covenant or agreement contained in the Senior Loan Documents, whether presently existing or hereinafter entered into, may be extended or such performance or compliance may be waived; (c) the maturity of the Senior Indebtedness may be accelerated as provided in the Senior Loan Documents; (d) any Senior Loan Document may be modified or amended by Senior Lender and Borrower in any respect, including, but not limited to, an increase in the principal amount; and (e) any security for the Senior Indebtedness may be modified, exchanged, surrendered or otherwise dealt with or additional security may be pledged or mortgaged for the Senior Indebtedness. If, after the occurrence of a Senior Loan Default, Senior Lender acquires title to any of the Property pursuant to a mortgage foreclosure conducted in accordance with applicable law, the lien, operation, and effect of the Junior Security Instrument and other Junior Loan Documents automatically shall terminate with respect to such Property upon Senior Lender’s acquisition of title.

4. Standstill Agreement; Right to Cure Senior Loan Default.

(a) Until such time as any of the Senior Indebtedness has been repaid in full and the Senior Security Instrument has been released and discharged, Junior Lender shall not without the prior written consent of Senior Lender, which may be withheld in Senior Lender’s sole and absolute discretion, (i) accelerate the Junior Loan, (ii) exercise any of Junior Lender’s remedies under the Junior Security Instrument or any of the other Junior Loan Documents (including, without limitation, the commencement of any judicial or non-judicial action of proceeding (a) to enforce any obligation of Borrower under any of the Junior Loan Documents, (b) to collect any monies payable to Borrower, (c) to have a receiver appointed to collect any monies payable to Borrower; or (d) to foreclose the lien(s) created by the Junior Security Instrument) or (iii) file or join in the filing of any involuntary Bankruptcy Proceeding against Borrower or any person or entity which owns a direct or indirect interest in Borrower; provided, however, that such limitation on the remedies of Junior Lender shall not derogate or otherwise limit Junior Lender’s rights, following an event of default under the Junior Loan Documents to (a) compute interest on all amounts due and payable under the Junior Loan at the default rate described in the Junior Loan Documents, (b) compute prepayment premiums and late charges, (c) enforce against any person, other than Borrower and any guarantors or indemnitors under the Senior Loan Documents, any guaranty of the obligations of Borrower under the Junior Loan and (d) specifically enforce the obligations of Borrower to comply with its non-monetary obligations under the Regulatory Agreement.

(b) Senior Lender shall, simultaneously with the sending of any notice of a Senior Loan Default to Borrower, send to Junior Lender a copy of said notice under the Senior Loan Documents; provided, however, failure to do so shall not affect the validity
of such notice or any obligation of Borrower to Senior Lender and shall not affect the relative priorities between the Senior Loan and the Junior Loan as set forth herein. Borrower covenants and agrees to forward to Junior Lender, within three (3) business days of Borrower’s receipt thereof, a copy of any notice of a Senior Loan Default Borrower receives from Senior Lender.

(c) Senior Lender agrees that it shall not complete a foreclosure sale of the Property or record a deed-in-lieu of foreclosure with respect to the Property (each, a “Foreclosure Remedy”) unless Junior Lender has first been given sixty (60) days written notice of the event(s) of default giving Senior Lender the right to complete such Foreclosure Remedy, and unless Junior Lender has failed, within such sixty (60) day period, to cure such event(s) of default; provided, however, that Senior Lender shall be entitled during such sixty (60) day period to continue to pursue all of its rights and remedies under the Senior Loan Documents, including, but not limited to, acceleration of the Senior Loan (subject to any de-acceleration provisions specifically set forth in the Senior Loan Documents), commencement and pursuit of a judicial or non-judicial foreclosure (but not completion of the foreclosure sale), appointment of a receiver, enforcement of any guaranty (subject to any notice and cure provisions contained therein), and/or enforcement of any other Senior Loan Document. In the event Senior Lender has accelerated the Senior Loan and Junior Lender cures all events of default giving rise to such acceleration within the sixty (60) day cure period described above, such cure shall have the effect of de-accelerating the Senior Loan; provided, however, that such de-acceleration shall not waive or limit any of Senior Lender’s rights to accelerate the Senior Loan or exercise any other remedies under the Senior Loan Documents as to any future or continuing events of default. It is the express intent of the parties hereunder that Senior Lender shall have the right to pursue all rights and remedies except completion of a Foreclosure Remedy without liability to Junior Lender for failure to provide timely notice to Junior Lender required hereunder, and that Senior Lender’s liability hereunder shall be expressly limited to actual and consequential damages to Junior Lender directly caused by Senior Lender’s completion of a Foreclosure Remedy without Junior Lender receiving the notice and opportunity to cure described above.

(d) Junior Lender shall not be subrogated to the rights of Senior Lender under the Senior Loan Documents by reason of Junior Lender having cured any Senior Loan Default. However, Senior Lender acknowledges that, to the extent so provided in the Junior Loan Documents, amounts advanced or expended by Junior Lender to cure a Senior Loan Default may be added to and become a part of the Junior Indebtedness.

5. **Insurance.** Junior Lender agrees that all original policies of insurance required pursuant to the Senior Security Instrument shall be held by Senior Lender. The preceding sentence shall not preclude Junior Lender from requiring that it be named as a loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Property, provided such action does not affect the priority of payment of the proceeds of property damage insurance under the Senior Security Instrument, or that it be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Property.
6. **Default.** Junior Lender and Borrower acknowledge and agree that a default by either such party under this Agreement shall, at the sole option of Senior Lender, constitute a default under the Senior Loan Documents. Each party hereto acknowledges that in the event any party fails to comply with its obligations hereunder, the other parties shall have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

7. **Enforcement Costs.** Borrower and Junior Lender agree to reimburse Senior Lender for any and all costs and expenses (including reasonable attorneys’ fees) incurred by Senior Lender in connection with enforcing its rights against Junior Lender under this Agreement.

8. **Notices.** Any notice which any party hereto may be required or may desire to give hereunder shall be deemed to have been given and shall be effective only if it is in writing and (i) delivered personally, (ii) mailed, postage prepaid, by United State registered or certified mail, return receipts requested, (iii) delivered by overnight express courier or (iv) sent by telex, in each instance addressed as follows:

**To Junior Lender:**
Porterville Redevelopment Agency
291 North Main Street
Porterville, CA 93257
Attn: Executive Director

**If to Senior Lender:**
Carol Ernst | Area Specialist
USDA Rural Development
3530 W. Orchard Ct., Visalia, CA 93277

**with copies to:**
Porterville Housing Partners, L.P., a California Limited Partnership
1008 Second Street
Sacramento, CA 95814
Attn: Elva Grant

and

430 E. State Street, Suite 100
Eagle, ID 83616
Attn: Caleb Roope

or at such other addresses or to the attention of such other persons as may from time to time be designated by the party to be addressed by written notice to the other in the manner herein provided. Notices, demands and requests given in the manner aforesaid shall be deemed
sufficiently served or given for all purposes hereunder when received or when delivery is refused or when the same are returned to sender for failure to be called for.

9. JURY TRIAL WAIVER. TO THE EXTENT PERMITTED BY LAW, THE PARTIES HERETO HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

10. Term. The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the Senior Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Junior Loan Documents, other than by reason of payments which Junior Lender is obligated to remit to Senior Lender pursuant to the terms hereof; (iii) the acquisition by Senior Lender of title to the Property pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale contained in) the Senior Security Instrument; or (iv) the acquisition by Junior Lender of title to the Property pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale contained in) the Junior Security Instrument, but only if such acquisition of title does not violate any of the terms of this Agreement.

11. Miscellaneous.

(a) Junior Lender shall, within ten (10) business days following a request from Senior Lender, provide Senior Lender with a written statement setting forth the then current outstanding principal balance of the Junior Loan, the aggregate accrued and unpaid interest under the Junior Loan, and stating whether, to the knowledge of Junior Lender, any default or event of default exists under the Junior Loan, and containing such other information with respect to the Junior Indebtedness as Senior Lender may require. Upon notice from Senior Lender from time to time, Junior Lender shall execute and deliver such additional instruments and documents, and shall take such actions, as are required by Senior Lender in order to further evidence or effectuate the provisions and intent of this Agreement.

(b) Junior Lender shall give Senior Lender a concurrent copy of each notice of a Junior Loan Default or other material notice given by Junior Lender under the Junior Loan Documents.

(c) This Agreement shall bind and inure to the benefit of all successors and assigns of Junior Lender and Senior Lender. Senior Lender may assign its interest in the Senior Loan Documents without notice to or consent of Junior Lender. Junior Lender may only assign its rights and interests hereunder following the prior written consent of Senior Lender, which consent may be withheld or conditioned in its sole and absolute discretion.

(d) Senior Lender hereby consents to the Junior Loan and the Junior Loan Documents; provided, however, that this Agreement does not constitute an approval by Senior Lender of the terms of the Junior Loan Documents. Junior Lender hereby consents to the Senior Loan and the Senior Loan Documents; provided, however, that this
Agreement does not constitute an approval by Junior Lender of the terms of the Senior Loan Documents.

(e) This Agreement may be executed in counterpart originals, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

(f) IN ALL RESPECTS, INCLUDING, WITHOUT LIMITATION, MATTERS OF CONSTRUCTION AND PERFORMANCE OF THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER, THIS AGREEMENT HAS BEEN ENTERED INTO AND DELIVERED IN, AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAW.

(g) Time is of the essence in the performance of every covenant and agreement contained in this Agreement.

(h) If any provision or remedy set forth in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or remedy of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or remedy had never been set forth herein, but only to the extent of such invalidity, illegality or unenforceability.

(i) Each party hereto hereby represents and warrants that this Agreement has been duly authorized, executed and delivered by it and constitutes a legal, valid and binding agreement enforceable in all material respects in accordance with its terms.

(j) No amendment, supplement, modification, waiver or termination of this Agreement shall be effective against any party unless such amendment, supplement, modification, waiver or termination is contained in a writing signed by such party.

(k) No party other than Senior Lender and Junior Lender shall have any rights under, or be deemed a beneficiary of any of the provisions of, this Agreement.

(l) Nothing herein or in any of the Senior Loan Documents or Junior Loan Documents shall be deemed to constitute Senior Lender as a joint venturer or partner of Junior Lender.
IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Subordination and Intercreditor Agreement or caused this Subordination and Intercreditor Agreement to be duly executed and delivered by their respective authorized representatives as of the date first set forth above. The undersigned intend that this instrument shall be deemed to be signed and delivered as a sealed instrument.

JUNIOR LENDER:

PORTERVILLE REDEVELOPMENT AGENCY,
a public body, corporate and politic

By:  
Name: BRADLEY D. DUNLAP  
Title: EXECUTIVE DIRECTOR

CALIFORNIA ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF TULARE
On December 22, 2014, before me, CHRISTINA S. DAVIS, Notary Public, personally appeared BRADLEY D. DUNLAP who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature CHRISTINA S. DAVIS (Seal)
SENIOR LENDER:

UNITED STATES OF AMERICA ACTING THROUGH THE RURAL HOUSING SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE

By: ___________________________
    Stephen O. Nnondim

Its: Multi-Family Housing Program Director

Date: Dec 29, 2011

CALIFORNIA ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF Yolo

On 12-29-2011, before me, Donna Gary, Notary Public
personally appeared Stephen O. Nnondim

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ___________________________ (Seal)

(signatures follow on subsequent page)

Subordination and Intercreditor Agreement

DOCSOC/1529869v3/022643-0008
ACKNOWLEDGED AND AGREED AS OF THE DATE FIRST SET FORTH ABOVE:

BORROWER:

Porterville Housing Partners, L.P.,
a California Limited Partnership

By: Porterville Circle, LLC,
a California limited liability company

Its: Sole Managing General Partner

By: Housing Alternatives, Inc.
a California non-profit public benefit corporation

Its: Sole Member and Manager

By: ___________________________
   Elva Grant

Its: Executive Director

CALIFORNIA ACKNOWLEDGMENT

State of California

County of _______________________

On ____________________ before me, ___________________________, Notary Public

personally appeared ___________________________

Name(s) of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

______________________________
Signature of Notary Public

Commission Expires: ____________________

Subordination and Intercreditor Agreement

DOCSOC/1529869v3/022643-0008
EXHIBIT A

Legal Description of Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1

Parcel 1 of Parcel Map No. 5004 recorded September 29, 2010 in Book 51 Page 10 of Parcel Maps, Tulare County Records

Excepting therefrom all minerals and all minerals rights of every kind and character now know to exist or hereafter discovered underlying the property, including without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to the grantor, its successors and assigns, but without entering upon our using the surface of the property, and in such manner as not to damage the surface of the property, or to interfere with the use thereof by the grantee, its successors and assigns, as reserved in there deed recorded July 23, 1998 as Document No. 1998-0051538 of Official Records.

Parcel 2

An easement for ingress, egress and parking over Parcel 2 of Parcel Map No. 5004 recorded September 29, 2010 in Book 51 Page 10 of Parcel Maps as contained in Parcel Map No. 5004 and further described in a document entitled "Easement Maintenance and Use Agreement" by and between Porterville Housing Partners, L.P., a California limited partnership and TPC Commercial, LLC, an Idaho limited liability company recorded October 19, 2010 as document no. 2010-0064179, Tulare County Records.

APN: 252-193-006
ADDENDUM TO
SUBORDINATION AND INTERCREDITOR AGREEMENT

This Addendum to Subordination and Intercreditor Agreement dated as of December 22, 2011 ("Agreement"), by and between PORTERVILLE REDEVELOPMENT AGENCY, a public body, corporate and politic ("Junior Lender") and RURAL DEVELOPMENT, U.S. DEPARTMENT OF AGRICULTURE ("Senior Lender") supplements, modifies and constitutes a part of the Agreement. Any terms used herein and not separately defined herein shall have the meanings set forth in the Agreement.

1. **Modification of Senior Loan; Protective Advances.** Notwithstanding anything to the contrary set forth in the Agreement, including without limitation in the definitions of "Senior Loan Documents," "Senior Note" and "Senior Security Interest" and the provisions of Section 3(d) of the Agreement, the subordination and other agreements, covenants and waivers set forth in the Agreement shall not apply to amendments or modifications to the Senior Loan Documents if such amendments or modifications have the effect of increasing the principal owing on the Senior Note (except to the extent such increases are due to protective advances made under the Senior Loan Documents), increasing the interest under the Senior Note (except in the instance of default or as set forth in the form of the Senior Loan Documents submitted to the Junior Lender prior to the date of the Subordination Agreement), reducing the term of repayment of the Senior Note, or otherwise resulting in an increase in the amount of payments owing under the Senior Loan Documents.

2. **Junior Lender Rights.** Notwithstanding anything to the contrary set forth in the Agreement, including Sections 3(a) and 4(a) of the Agreement, in the event of a Junior Loan Default, Junior Lender shall provide written notice to Senior Lender of such Junior Loan Default and Senior Lender shall have not fewer than sixty (60) days to cure, correct or remedy the Junior Loan Default specified in the written notice. Following such sixty (60) day cure period, if the Junior Loan Default has not been cured, Junior Lender shall have the right to pursue all available remedies for such Junior Loan Default as set forth in the Junior Loan Documents, including without limitation the right to bring an action for specific performance to enforce the covenants in the Regulatory Agreement, the right to accelerate the Junior Loan, and the right to pursue a foreclosure remedy pursuant to the Junior Security Instrument. However, nothing herein shall affect Senior Lender’s rights and remedies under the Senior Loan Documents or at law or in equity in the event of a Senior Loan Default whether arising out of the Junior Loan Default or otherwise.

3. **Effect of Addendum.** This Addendum shall supplement the Agreement; provided, however, that in the event any term, condition and/or provision of this Addendum conflicts with any term, condition and/or provision of the Agreement, the term, condition and/or provision of this Addendum shall control.

[Signatures appear on following page.]
JUNIOR LENDER:
PORTERVILLE REDEVELOPMENT AGENCY,
a public body corporate and politic

By: [Signature]
Name: Bradley D. Duvalap
Title: Executive Director

SENIOR LENDER:
UNITED STATES OF AMERICA ACTING THROUGH THE RURAL HOUSING SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE

By: ___________________________________________
    Stephen O. Nnodi
Its: Multi-Family Housing Program Director

Date: ________________________________

ACKNOWLEDGED AND AGREED AS OF THE DATE FIRST SET FORTH ABOVE:

BORROWER:
Porterville Housing Partners, L.P.,
a California Limited Partnership

By: Porterville Circle, LLC,
a California limited liability company
Its: Sole Managing General Partner

By: Housing Alternatives, Inc.
a California non-profit public benefit corporation
Its: Sole Member and Manager

By: ___________________________________________
    Elva Grant
Its: Executive Director

Addendum-2
JUNIOR LENDER:
PORTERVILLE REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: ________________________________
Name: ________________________________
Title: ________________________________

SENIOR LENDER:
UNITED STATES OF AMERICA ACTING THROUGH THE RURAL HOUSING SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE

By: ________________________________
   Stephen O. Nnodim

Its: Multi-Family Housing Program Director

Date: 29 Dec. 2011

ACKNOWLEDGED AND AGREED AS OF THE DATE FIRST SET FORTH ABOVE:

BORROWER:
Porterville Housing Partners, L.P.,
a California Limited Partnership

By: Porterville Circle, LLC,
a California limited liability company
Its: Sole Managing General Partner

By: Housing Alternatives, Inc.
a California non-profit public benefit corporation
Its: Sole Member and Manager

By: ________________________________
   Elva Grant
Its: Executive Director
JUNIOR LENDER:
PORTERVILLE REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: ________________________________
Name: ______________________________
Title: ______________________________

SENIOR LENDER:
UNITED STATES OF AMERICA ACTING THROUGH THE RURAL HOUSING
SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE

By: ________________________________
    Stephen O. Nnodim

Its: Multi-Family Housing Program Director

Date: ______________________________

ACKNOWLEDGED AND AGREED AS OF THE DATE FIRST SET FORTH ABOVE:

BORROWER:
Porterville Housing Partners, L.P.,
a California Limited Partnership

By: Porterville Circle, LLC,
a California limited liability company
    Sole Managing General Partner

By: Housing Alternatives, Inc.
a California non-profit public benefit corporation
    Sole Member and Manager

By: Elva Grant
    Its: Executive Director
State of California
County of Tulare

On 12/22/11 before me, Christina S. Davis, Notary Public, personally appeared Bradley J. Unlap

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Christina S. Davis

Description of Attached Document: Addendum to Subordination and Intercreditor Agreement

Document Date: December 22, 2011

Signer(s) Other Than Named Above: Stephen O. Mudd, Ellis Grant

Capacity(ies) Claimed by Signer(s):

Signer's Name: ____________________________

☐ Corporate Officer — Title(s): ____________________________

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: ____________________________

Signer Is Representing: ____________________________

Signature: ____________________________
State of California  
County of __________  

On 12/29-11 before me, Donna Gary, Notary Public,  

personally appeared Stephen O. Noodling  

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Donna Gary

Signature of Notary Public

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Addendum to Subordination and Intercreditor Agreement  
Document Date: 12-22-2011  
Number of Pages: 2

Signer(s) Other Than Named Above: __________  

Capacity(ies) Claimed by Signer(s)

Signer's Name: __________

☐ Corporate Officer — Title(s): __________
☐ Individual
☐ Partner — ☐ Limited ☐ General
☐ Attorney In Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: __________

Signer Is Representing: __________

Signer's Name: __________

☐ Corporate Officer — Title(s): __________
☐ Individual
☐ Partner — ☐ Limited ☐ General
☐ Attorney In Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: __________

Signer Is Representing: __________
STATE OF CALIFORNIA

COUNTY OF ____________

On Dec 30, 2011, before me, Richard Tedford, Notary Public, personally appeared __________________________ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Notary Seal]

Richard Raphael Tedford
Commission # 1927525
Notary Public - California
Sacramento County
My Comm. Expires May 4, 2015
ADDENDUM TO
SUBORDINATION AND INTERCREDITOR AGREEMENT

This Addendum to Subordination and Intercreditor Agreement dated as of December 22, 2011 ("Agreement"), by and between PORTERVILLE REDEVELOPMENT AGENCY, a public body, corporate and politic ("Junior Lender") and RURAL DEVELOPMENT, U.S. DEPARTMENT OF AGRICULTURE ("Senior Lender") supplements, modifies and constitutes a part of the Agreement. Any terms used herein and not separately defined herein shall have the meanings set forth in the Agreement.

1. Modification of Senior Loan; Protective Advances. Notwithstanding anything to the contrary set forth in the Agreement, including without limitation in the definitions of "Senior Loan Documents," "Senior Note" and "Senior Security Interest" and the provisions of Section 3(d) of the Agreement, the subordination and other agreements, covenants and waivers set forth in the Agreement shall not apply to amendments or modifications to the Senior Loan Documents if such amendments or modifications have the effect of increasing the principal owing on the Senior Note (except to the extent such increases are due to protective advances made under the Senior Loan Documents), increasing the interest under the Senior Note (except in the instance of default or as set forth in the form of the Senior Loan Documents submitted to the Junior Lender prior to the date of the Subordination Agreement), reducing the term of repayment of the Senior Note, or otherwise resulting in an increase in the amount of payments owing under the Senior Loan Documents.

2. Junior Lender Rights. Notwithstanding anything to the contrary set forth in the Agreement, including Sections 3(a) and 4(a) of the Agreement, in the event of a Junior Loan Default, Junior Lender shall provide written notice to Senior Lender of such Junior Loan Default and Senior Lender shall have not fewer than sixty (60) days to cure, correct or remedy the Junior Loan Default specified in the written notice. Following such sixty (60) day cure period, if the Junior Loan Default has not been cured, Junior Lender shall have the right to pursue all available remedies for such Junior Loan Default as set forth in the Junior Loan Documents, including without limitation the right to bring an action for specific performance to enforce the covenants in the Regulatory Agreement, the right to accelerate the Junior Loan, and the right to pursue a foreclosure remedy pursuant to the Junior Security Instrument. However, nothing herein shall affect Senior Lender’s rights and remedies under the Senior Loan Documents or at law or in equity in the event of a Senior Loan Default whether arising out of the Junior Loan Default or otherwise.

3. Effect of Addendum. This Addendum shall supplement the Agreement; provided, however, that in the event any term, condition and/or provision of this Addendum conflicts with any term, condition and/or provision of the Agreement, the term, condition and/or provision of this Addendum shall control.

[Signatures appear on following page.]
JUNIOR LENDER:
PORTERVILLE REDEVELOPMENT AGENCY,
a public body, corporate and politic
By: 
Name: BRADLEY D. DUNLAP
Title: EXECUTIVE DIRECTOR

SENIOR LENDER:
UNITED STATES OF AMERICA ACTING THROUGH THE RURAL HOUSING SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE
By: __________________________________________
    Stephen O. Nnodi
Its: Multi-Family Housing Program Director
Date: __________________________________________

ACKNOWLEDGED AND AGREED AS OF THE DATE FIRST SET FORTH ABOVE:

BORROWER:
Porterville Housing Partners, L.P.,
a California Limited Partnership
By: Porterville Circle, LLC,
a California limited liability company
Its: Sole Managing General Partner
By: Housing Alternatives, Inc.,
a California non-profit public benefit corporation
Its: Sole Member and Manager
By: __________________________
    Elva Grant
Its: Executive Director

Addendum-2

DOCSOC/1530255v4/022643-0008
JUNIOR LENDER:
PORTERVILLE REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: ________________________________  
Name: ________________________________  
Title: ________________________________  

SENIOR LENDER:
UNITED STATES OF AMERICA ACTING THROUGH THE RURAL HOUSING SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE  
By: ________________________________  
______________________________  
Stephen O. Nnodiim  
Its: Multi-Family Housing Program Director

Date: __29 Dec. 2011________________________

ACKNOWLEDGED AND AGREED AS OF THE DATE FIRST SET FORTH ABOVE:
BORROWER:
Porterville Housing Partners, L.P.,
a California Limited Partnership

By: Porterville Circle, LLC,  
a California limited liability company  
Its: Sole Managing General Partner

By: Housing Alternatives, Inc.  
a California non-profit public benefit corporation  
Its: Sole Member and Manager

By: ________________________________
______________________________  
Elva Grant  
Its: Executive Director
JUNIOR LENDER:

PORTERVILLE REDEVELOPMENT AGENCY,
a public body, corporate and politic.

By: ____________________________
Name: ____________________________
Title: ____________________________

SENIOR LENDER:

UNITED STATES OF AMERICA ACTING THROUGH THE RURAL HOUSING SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE

By: ____________________________
   Stephen O. Nnobilim

Its: Multi-Family Housing Program Director

Date: ____________________________

ACKNOWLEDGED AND AGREED AS OF THE DATE FIRST SET FORTH ABOVE:

BORROWER:

Porterville Housing Partners, L.P.,
a California Limited Partnership

By: Porterville Circle, LLC,
a California limited liability company
Its: Sole Managing General Partner

By: Housing Alternatives, Inc.
a California non-profit public benefit corporation
Its: Sole Member and Manager

By: ____________________________
   Elva Grant
Its: Executive Director

Addendum-2
State of California
County of Tulare

On 12/22/11 before me, Christina S. Davis, Notary Public, personally appeared Bradley Dunn.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Christina S. Davis
Signature of Notary Public

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Addendum to Subordination Agreement

Title or Type of Document: Addendum to Subordination Agreement
Document Date: December 22, 2011
Number of Pages: 2

Signer(s) Other Than Named Above: Stephen A. Randig, Elza Grant

Capacity(ies) Claimed by Signer(s)

☐ Corporate Officer — Title(s):
☐ Individual
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

☐ Corporate Officer — Title(s):
☐ Individual
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

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Item #5907
State of California

County of ___________

On 12/29/11 before me, Donna Gary, Notary Public, here in/same/and Title of the Officer

personally appeared Stephen O. Naqadin

My Comm. Expires July 7, 2015

who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the
laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Additional information:

The information below is not required by law, it may prove valuable to persons relying on the document
and could prevent fraudulent removal and reattachment of this form to another document.

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Title or Type of Document: Addendum to Subordination and Intercreditor Agreement

Document Date: 12-22-2011 Number of Pages: 2

Signer(s) Other Than Named Above: ___________

Capacity(ies) Claimed by Signer(s)

Signer's Name: ________________________________

☐ Corporate Officer — Title(s):
☐ Individual
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: ________________________________

Signer Is Representing: ________________________________

Signer's Name: ________________________________

☐ Corporate Officer — Title(s):
☐ Individual
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: ________________________________

Signer Is Representing: ________________________________
STATE OF CALIFORNIA

COUNTY OF ________

On Dec. 30th, 2011, before me, Richard Tedford, Notary Public, personally appeared
who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Richard Raphael Tedford
Commission # 1927525
Notary Public - California
Sacramento County